REQUEST FOR PROPOSAL

Selection of Service Provider for Primary Collection & Transportation Services in Covered Vehicles along with the Secondary Transportation of Municipal Solid Waste in Segregated Manner to designated locations in

R R Nagar-2 Division

(Package –P31) Call-2

JULY 2025

OFFICE OF DEPUTY GENERAL MANAGER -1

BENGALURU SOLID WASTE MANAGEMENT LIMITED

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager -1, 1st Floor, BBMP Building, Thimmaiah Road, Millers Tank Bund Area, Vasanthnagar Bengaluru – 560 052

****

No: DGM-1/BSWML/ TEND/08/ 2025-26
Date: 30.07.2025

INVITATION FOR TENDER

(Only Through **GOK KPP Portal** only)

1. The Deputy General Manager-1, on behalf of Managing Director, BSWML invites fresh proposals for "**Selection of Service Provider for Primary Collection & Transportation Services in Covered Vehicle along with the Secondary Transportation of Municipal Solid Waste in Segregated Manner to designated locations**". Any reputed NGO/ Sole Proprietor/ Trust/ HUF/ Partnership/ Companies registered under Companies Act 1956/ 2013 is eligible for undertaking the above services. In this tender a bidder can bid for all packages. But, he/she shall not be awarded more than one package.

2. Any Bidder blacklisted/ barred by Bengaluru Solid Waste Management Company Limited ("BSWML") / any other entity of Government of Karnataka or by any State Government or Central Government / department / Urban local body /name lender of the officials of the corporation or the corporators, including nominated members or other elected member/such agency in India from participating in bidding process individually as on the Bid Due Date and if such bar subsists, such Bidder/s shall not be eligible to participate in this RFP.

3. RFP documents may be downloaded through KPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in). under login for Contractors: After login to Contractors, please scroll down to the right-side bottom to see List of Tenders, please click there to find the details of RFP and download copy of the tender. Only Interested Service Provider who wishes to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable.

4. Tenders must be submitted online through KPPP portal on or before **16.00** hours on **30.08.2025** and the opening of tenders will be as per the KPPP portal guidelines.

5. Other details can be seen in the tender documents.

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
1	P1	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in CV Ramanagara division (Package-01) Call-2	1,477.85	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
2	P2	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Shanthinagara division (Package-2) Call-2	1,411.47	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
3	P3	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Sarvagnanagara division (Package-3) Call-2	1,751.21	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.16,51,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
4	P4	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Shivajinagara division (Package-4) Call-2	1,723.87	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.16,24,000/- by bank Guarantee/FDR issued by Nationalized / scheduled Bank	As per e-Portal	84 Months
5	P5	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Hebbal	1,516.13	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
		division (Package-5) Call-2		balance Rs.14,16,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank		
6	P6	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Pulakeshinagara division (Package-6) Call-2	1,670.62	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.15,71,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
7	P7	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Gandhinagara division (Package-7) Call-2	1,596.60	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,97,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
8	P8	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Govindarajanagara division (Package-8) Call-2	1,338.43	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
9	P9	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Rajajinagara division (Package-9) Call-2	1,344.67	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
10	P10	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Malleshwaram division (Package-10) Call-2	1,796.89	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.16,97,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
11	P11	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Mahalaxmi Layout division (Package-11) Call-2	1,284.40	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs 14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
12	P12	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in	1,485.14	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
		Chamarajpete division (Package-12) Call-2		balance Rs 14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank		
13	P13	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Chickpete division (Package-13) Call-2	2,016.27	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.19,16,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
14	P14	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Basavanagudi division (Package-14) Call-2	1,724.99	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.16,25,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
15	P15	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Vijayanagara division (Package-15) Call-2	2,141.86	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.20,42,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
16	P16	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Padmanabhanagara division (Package-16) Call-2	2,294.65	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.21,95,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
17	P17	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Jayanagara division (Package-17) Call-2	1,284.64	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
18	P18	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in BTM Layout division (Package-18) Call-2	1,769.59	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.16,70,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
19	P19	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in	2,597.46	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
		Bommanahalli division (Package-19) Call-2		balance Rs.24,97,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank		
20	P20	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Bangalore South-1division (Package-20) Call-2	1,438.14	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance 14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
21	P21	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Bangalore South-2 division (Package-21) Call-2	955.72	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.13,34,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
22	P22	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Dasarahalli-1 division (Package-22) Call-2	1,505.73	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,06,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
23	P23	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Dasarahalli-2 division (Package-23) Call-2	1,494.27	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
24	P24	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Mahadevapura-1 division (Package-24) Call-2	1,898.76	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.17,99,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
25	P25	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Mahadevapura-2 division (Package-25) Call-2	1,865.37	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.17,65,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
26	P26	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in KR Puram-1	1,416.48	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
		division (Package-26) Call-2		balance Rs 14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank		
27	P27	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in KR Puram-2 division (Package-27) Call-2	1,690.51	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.15,91,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
28	P28	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Yeshwanthpura-1division (Package-28) Call-2	1,457.77	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
29	P29	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Yeshwanthpura-2 division (Package-29) Call-2	1,569.52	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.14,70,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
30	P30	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in RR Nagara-1 division (Package-30) Call-2	1,633.64	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.15,34,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
31	P31	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in RR Nagara-2division (Package-31) Call-2	1,859.56	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs.17,60,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
32	P32	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Yelahanka division (Package-32) Call-2	1,214.38	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the balance Rs 14,00,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank	As per e-Portal	84 Months
33	P33	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in	2,265.34	Rs.1,00,000/- **through e payment mode** under of the following i.e., online / RTGS/ NEFT / OTC and the	As per e-Portal	84 Months

Sl No	Package Name		Amount Put to Tender per annum (Rs. in Lakhs)	EMD (in Rs.)	Cost of Tender Document	Contract period
		Byatarayanapura division (Package-33) Call-2		balance Rs.21,65,000/- by bank Guarantee/FDR issued by Nationalized /scheduled Bank		

NOTE:

1. Pre bid meeting will be held on **13.08.2025** at 16:00 hours at IPP Office (IIP center, #72/4, 16th cross road Vyalikaval , Kodandaramapura, Malleshwaram bamgalore-560003)
2. Technical qualification documents along with necessary information/documents must be uploaded through KPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in). As per tender document on or before 16:00 hours on **30.08.2025** and First Folder containing the Techno-Commercial tender will be opened through e-portal only on **01.09.2025** after 10:30 hours at the stipulated venue, in the presence of the Tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
3. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderer's responsibility to verify the KPPP portal for the latest information related to the tender, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. KPPP portal help desk telephone numbers are: 080-22371090/22373788. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non-accessibility of KPPP portal due to internet connectivity issues and technical glitches.
4. Any corrigendum/addendum will be published in the KPPP portal only.
5. GST shall be paid separately if applicable.

Time Schedule/Calendar of events:

1	Last date to upload pre-bid queries in kpp portal		12.08.2025 before 16.00 hrs
2	Pre Bid Meeting	:	On 13.08.2025 at 16.00 Hrs

3	Last Date & Time for uploading Qualification documents	:	ON 30.08.2025 upto 16:00 Hrs
4	Opening of Tender	:	On 01.09.2025 after 10.30 Hrs

Sd/-
Deputy General Manager-1
BSWML

Contents

DISCLAIMER....8
GLOSSARY....10
1. INTRODUCTION....11
2. INSTRUCTIONS TO BIDDERS....18
3. EVALUATION OF BIDS....32
4. FRAUD AND CORRUPT PRACTICES....37
5. PRE-BID CONFERENCE....39
6. MISCELLANEOUS....39
7. Payments of Bill....40
8. Escalation....40
9. Taxes....41
10. Default & Termination....41
11. Dispute Resolutions....43
12. Legal Compliance....44
13. Schedule A: Package Details as per RFP notification....48
14. Schedule B: Package Area....49
15. Schedule C: Scope of Work....60
16. APPENDIX – I: Letter of Bid....79
17. APPENDIX- II: Power of Attorney for signing of Bid....83
18. APPENDIX – III: Technical Capacity of the Bidder....85
19. APPENDIX – IV: Financial Capacity of the Bidder....89
20. APPENDIX V: Format for Anti Collusion Certificate....90
21. APPENDIX VI: Anti-Blacklisting/Debarment Affidavit....91
22. APPENDIX VII: Financial Bid....92
23. APPENDIX VIII: Format for Affidavit for Ownership / Hiring of Vehicles and Working Capital....88
24. APPENDIX IX: Format for Banker's Certificate/ Credit Lines/Letter Of Credit 89
25. APPENDIX X: Memorandum of Agreement (MOA) in case of Consortium 90
26. APPENDIX XI: Format for Performance Guarantee....93
27. Annexure Chart – 1 Qualification Criteria Details....96
28. Annexure Chart – 2....102
29. Annexure Chart – 3....103
30. Annexure Chart – 4....104

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Bengaluru Solid Waste Management Company Limited ("BSWML") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Financial Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any

assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the Assignment and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

GLOSSARY

Assignment	As defined in Clause 1.1.2
Authority	As defined in Clause 1.1.2
Bidders	As defined in Clause 1.1.3
Bidding Documents	As defined in Clause 1.1.9
Bid Due Date	As defined in Clause 1.2.2
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Government	Government of Karnataka
LOA	As defined in Clause 3.7.10
Lowest Bidder	As defined in Clause 1.2.6
PPP	Public Private Partnership
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Rights	As defined in Clause 1.1.8
Selected Bidder	As defined in Clause 3.7.4
Service Provider	As defined in Clause 1.1.4
Service Fee	As defined in Clause 1.2.6

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

INTRODUCTION

Presently the collection and transportation of MSW in BBMP jurisdiction is carried out in an adhoc basis without proper service provider selected through a competitive tender. During this phase, a lot of initiatives have been taken up by BBMP to create its own infrastructure and reforms in order to have efficient mechanisms to address the MSW management in the city in compliance to SWM Rules, 2016, advisory and guidelines issued by MoHUA, GoI & CPCB and BBMP Bye-laws for Solid Waste Management defining the strategy for various streams of waste and the State SWM Policy. BSWML envisages a short tenure tender for its collection and transportation (C&T) of MSW to enable infrastructure establishment of its own, of the proven processes in line with agreed rules, policies and guidelines.

The scope of this RFP is to undertake primary door to door collection from households and small commercial establishments in all wards of BBMP i.e. collection of segregated Wet waste, Dry Waste, Sanitary waste, Street Sweeping waste and C&D waste from Micro level generator (i.e., upto 300 Kgs) and Secondary Transportation of Segregated wet waste, Dry waste and Other waste in wards of BBMP. Further, the mapping of resources required for each ward is based on waste generation arrived through the ward Micro Plan for Households (HHs) and Small Commercial Establishments (SCEs), Road length and commercial waste generators which is the fundamental planning unit for estimation of quantity and coverage of services. The ultimate aim of this exclusive tender for segregated Wet waste, Dry waste, Sanitary waste, Street sweeping and C & D waste collection is to ensure that only the segregated waste is collected through appropriate infrastructure with 100% coverage of Households and Commercial Establishments **(**Excluding waste generated from Chicken, Mutton & Fish Market/shops and Major Large Markets i.e. K.R. Market, Russell Market, Yeshwanthapur Market, Malleshwaram Market) and that waste stays segregated through the secondary transportation to the designated processing facilities. BSWML from time to time keeping in line with SWM Rules 2016, advisory and guidelines issued by MoHUA, GoI & CPCB, BBMP SWM byelaws and State SWM policy and internal policy stance of BBMP/ BSWML. Having a Strong C&T system based on tender would aid and aim in achieving the 100% segregation of waste at households & Commercial establishments and also aid in achieving the much needed Visual Cleanliness standards that BSWML aims to achieve and maintain in the city in the interest of public health. And BSWML also aim for achieving **“No Garbage on Ground (NGoG)”.**

The selected bidder shall also be responsible for collection and transportation of waste from bus stops, vendor waste from footpath, parking areas, sports centers, restaurants (generating less than 100kgs), under bridges/flyovers,

banners/flexes, city squares junctions and removal of black spots/GVC/mixed waste and festival waste.

BSWML is not responsible for the management of bulk waste generated in the jurisdiction, and therefore bulk waste collection is not in the scope of the tender. But in case a Bulk Waste Generator fails to process and manage their own waste and BSWML is forced to manage the same, BSWML shall collect penalties from such generators and direct the Selected Bidder to collect and transport bulk waste from such generators.

As per the GO UDD 126 TMS 2016 dated 7th August 2017, the wages of the Pourakarmikas is now being paid directly into their accounts by BBMP and the scope of work of the Pourakarmikas is now limited to Street Sweeping and they are excluded from door to door C&T of waste. Therefore, the scope of carrying out street sweeping through deployment of manpower has also been taken out from the scope of this tender.

The scope of work of tender would be suitably amend where found necessary during the remaining period of work, under due intimation to the service provider. This clause may also be applied in case non-performance of assigned work by selected agency(s).

Bengaluru Solid Waste Management Limited (BSWML) has been incorporated as a Government Company on 22-05-2021 under Company Act 2013. The main object of the Company is to implement Solid Waste Management in Bengaluru City.

1.1. Background

- Now Management of Municipal Solid Waste is an obligatory function of BSWML and it is responsible for providing municipal and civic services, which includes the collection, transportation, treatment and disposal of Municipal Solid Waste generated in the city. The Ministry of Environment and Forests & Climate Change (MoEFCC), Government of India (GoI), has formulated the Solid Waste Management Rules 2016 ("SWM Rules, 2016"), which makes it mandatory to implement a scientific solid waste management system.

- In this regard BSWML (the “Authority”) intends to adopt a single stage bidding process for selection of the service provider to carry out collection and transportation of municipal solid waste in all wards of BBMP.

- A Bidder can submit its Bid for the all Packages. However, a Bidder shall be awarded not more than 1 package as per fulfillment of eligibility criteria as per RFP.

- In the event of restructuring of or within the jurisdiction of BBMP or BSWML, the package boundaries shall continue to remain as per the details given in this document.

- The Authority intends to qualify and select suitable Bidders (the "Bidders") for the Package through an Open Competitive Bidding process in accordance with the procedure set out herein.

- The selected Bidder, (the "Service Provider"), shall be responsible for Primary Door to Door Collection and transportation of wet waste, Dry waste, sanitary waste, street sweeping waste, C&D waste and other waste (Excluding waste generated from Chicken, Mutton & Fish Market/shops and Major Large Markets i.e. K.R. Market, Russell Market, Yeshwanthapur Market, Malleshwaram Market) and Secondary Transportation of Wet waste, Dry waste and other waste to the processing facility as directed by BSWML In-charge officer. The door-to-door collection to include all residential areas, all commercial establishment, government office complexes, non-government office complexes, authorized colonies, unauthorized regularized colonies, slums, large and small shops/markets (Excluding waste generated from Chicken, Mutton & Fish Market/shops and Major Large Markets i.e. K.R. Market, Russell Market, Yeshwanthapur Market, Malleshwaram Market).

- The assessment of actual investment for implementing the Assignment will have to be made by the Bidders. The scope of work of tender would be suitably amended where found necessary, during the remaining period of work, under due intimation to the service provider. This clause may also be applied in case non-performance of assigned work by selected agency(s). Carrying out of all activities apart from activities as listed above towards successful implementation, operation, maintenance and management of the Project in line with SWM Rules 2016, Advisory and Guidelines issued by MoHUA, GoI & CPCB as revised from time to time and Good Industry Practices.

- The statements and explanations contained in this RFP are intended

to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider in the Service Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Rights to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

- Bidder under this RFP would be required to submit a Key Submission and Qualification Submissions and a Financial Bid for the Package in accordance with terms of this RFP document. The Bids would be evaluated on the basis of the evaluation criteria set out in this RFP in compliance of KTPP act in order to identify the Selected Bidder for the Package (s).

- The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bid.

1.2. Brief description of Bidding Process

- The Authority has adopted a single-stage bidding process (referred to as the "Bidding Process") for selection of the Bidder for award of the Packages and invites bids from eligible parties ("Bidders"), which expression shall, unless repugnant to the context include the members of the Consortium, for the Assignment electronically through KPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in). in accordance with the terms of this RFP. The Authority shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through KPPP Website or for rejection of Bids by KPPP website for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard. **J.V. is not allowed.**

- The Bidders are requested to submit their Bids in accordance with the

Bidding Documents. The Bidding Document may be downloaded through KPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in).The Bid shall be valid for a period of not less than 180 (One hundred and eighty) days from the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

- In terms of the RFP, a Bidder will be required to deposit (EMD), along with its Bid, an EMD amount (Refer Notification) for each Package (the "Bid Security"). The Bid Security is refundable not later than 45 (forty five) days from the date of announcement of Selected Bidder or Bid Validity Period or any other extended period whichever is later, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security.

The Bidder shall deposit the Bid Security through KPPP Website, through any one of the following e-Payment options only.

Online payments: Credit Card Direct Debit Internet Banking Offline Payments: Remittance at the Bank Counter using challan (ICICI Bank only) NEFT/RTGS

Please note that payment towards Bid Security submitted through Cheque or Demand Draft shall not be accepted. For further details regarding e-payment, please refer to KPPP Website.

Note: The Authority shall not be held responsible in case of failure on the part of the Bidder to furnish the Bid Security through KPPP Website or for rejection of Bids by KPPP website for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

(A) Bidders would need to submit the following sets of documents as part of their Bid.

(a) Documents mentioned in Clause 2.11.2 - “**Key Submissions**”.
(b) Documents as mentioned in Clause 2.11.2 – “**Qualification Submission**”, relating to technical and financial capacity of the Bidder.
(c) Financial Bid as mentioned in KPP Portal (To be uploaded in Portal only).

(B) The evaluation of the Bid submissions would be carried out in the following stages;

Stage I: First stage would involve a test of responsiveness based on the Key Submissions. Those Bids found to be substantially responsive would become eligible to be evaluated in the second stage.

Stage II: In the second stage, the information of the Bidders relating to their Technical Capacity and Financial Capacity would be evaluated as per the criteria set out in this RFP. Only the Qualified Bidders in this stage ("Technically Qualified Bidders") would be considered for the evaluation in the next stage.

Stage III: The Financial Bid of only those Bidders who qualified in Stage II (i.e. Technically Qualified Bidders) above would be opened and their evaluation would be carried out in this Stage in accordance with Section 3 of this RFP.

- Financial Bids are invited for the Assignment on the basis of the Lowest Annual Payment ("Service Fee") to be made by the Authority to the Service Provider during the Agreement Period. The Agreement Period will be for **7 Years**. In this tenure however, the scope of work related to Secondary Transportation using compactors shall be a minimum of 1 year, which is extendable. In case the Secondary Transportation work is to be terminated, the Authority shall duly notify the Contractor at least 3 months in advance. For the avoidance of doubt, it is hereby clarified that no payments shall be made towards the Secondary Transportation work (i.e., compactors) after this termination of partial scope. The Service Fee shall constitute the sole criteria for evaluation of Financial Bids. Subject to Clause 3.7, The Package (s) shall be awarded to the Bidder quoting the Lowest Service Fee calculated by the authority based on the information provided in the Financial Bid.

  In this RFP, the term "Lowest Bidder" shall mean the Bidder who is offering the Lowest Service Fee.

- Generally, the Lowest Bidder shall be the selected Bidder. Lowest Bidder withdraws or is not selected for any reason, BSWML will annul the Bidding Process and propose for fresh tenders.

- Package details have been worked out as per the waste generation arrived at in the ward Micro plan for SWM and costing worked out accordingly. Bidders are however invited to examine the Package in greater detail, and to carry out, at their cost, such studies as may be

required for submitting their respective Bids for award of the right of service in the Project Area for the Package with the objective of 100% coverage of Households and Commercial Establishments (Excluding waste generated from Chicken, Mutton & Fish Market/shops and all kind of waste from Major Markets i.e. K.R. Market, Russell Market, Yeshwanthapur Market, Malleshwaram Market) and ensuring that the waste stays segregated through the secondary transportation sent to the designated processing facilities.

- The Authority will provide a draft Agreement prepared by the Authority and other information pertaining/ relevant to the Assignment to the selected bidders.

- Collection and transportation of MSW up to processing plant / treatment facility in BSWML as per the instructions given by Authority. The successful bidder will arrange for the collection of MSW from door to door in such a way that it will be taking from the auto tipper to transfer station/transfer point without touching the ground any time.

- 25% of the collected Dry waste will be transported to Decentralized processing sites (DWCC) as instructed by the authority and rest to centralized dry waste processing facility or as directed by Authority/office in-charge. It shall be the duty of Agency/ Bidder to collect waste in segregated manner. In case if agency do not receive segregated waste at source then in that case they shall daily report such instances to the Authority and must ensure compliance to the directions given by BSWML regarding the same. Failure to report daily will lead to deduction s as per Schedule C. The Agency/ Operator shall collect and transport 100% segregated waste from day one and same will be collected & transported in segregated manner through primary & secondary C&T services.

- Any queries or request for additional information concerning this RFP shall be submitted in writing and/or e-mail to the officer designated below. The envelopes/ communications shall clearly bear the following identification/ title:

  "Queries/ Request for Additional Information: RFP for “Selection of Service Provider for Primary Collection & Transportation Services in Covered Vehicles along with the Secondary Transportation of Waste in Segregated Manner to designated locations. Package No. ____(Specify Package No.)”

Address for Communication:

Attention of:	DEPUTY GENERAL MANAGER -1
Division	Technical
Address:	O/o DEPUTY GENERAL MANAGER -1 1st Floor, BBMP Building, Thimmaiah Road, Millers Tank Bund Area, Vasanthnagar Bengaluru – 560 052. E-mail Id : dgm1bawml@gmail.com

The Bidders shall also submit the queries on the KPPP portal. Corrigendum/modification/corrections, if any, will be published in the KPPP website only.

1.3. Schedule of Bidding Process

The schedule of Bidding Process and venue of pre-Bid conference is in accordance with the RFP notification issued by the Authority.

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General Terms of Bidding

2.2.1. The Authority wishes to receive Bids for the Assignment in order to identify experienced and capable Bidders for the Package.

2.2.2. Allotment of Package(S) to the successful bidder of the package.

2.2. Eligibility of Bidders

2.2.3. For determining the eligibility of Bidders for their qualification here under, the following shall apply:

(a) A Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Assignment. However, no Bidder applying individually or as a member of a Consortium, as the case may be.

A Bidder shall not be allowed to change its composition for any of the package i.e. single entity bidding for a Package cannot bid as a Consortium for any other Package and a group of entities bidding as a Consortium for a Package cannot change its Consortium composition for any other Package. Further the Bidder shall not change their composition during the Agreement Period, if the Package is awarded to them. The term Bidder used herein would apply to both a single entity and a Consortium. A Successful bidder will be awarded only one package as per RFP.

(b) A Bidder may be a private entity including a company incorporated under Companies Act, 1956/2013 or any other equivalent foreign law, HUF, NGO, society, trust, registered partnership firm, registered sole proprietor.

(c) Joint Ventures not allowed.

(d) PROPOSAL BY CONSORTIUMS

- In case of Proposals being submitted by Consortiums:

There shall be a maximum of five (5) Members in the Consortium at

the time of submission of Proposal. Subject to the provisions of Clause 2.2.1 above, the Application should contain the information required for each member of the Consortium. Members of the Consortium shall nominate one member as the Lead Member (the "Lead Member"), who on behalf of the Consortium, shall have the authority to conduct all business for and on behalf of, any and all the partners of the Consortium during the bidding process and in the event the Consortium is awarded the Project, during signing of the Concession agreement. A power of attorney shall be submitted proving constitution of the Consortium as provided in RFP document.

- Minimum one (1) member of the Consortium must have experience in Municipal Solid Waste Management.

- The [Lead Member or aggregate of all members] of the Consortium must meet the technical and financial capacity requirements specified in Clause 13 below

- No change in composition of the Consortium shall be allowed between the Proposal Due Date and the date of issue of Letter of Award.

- The Bid shall contain a Memorandum of Agreement (MoA) entered into between the Consortium Members. Each Member of the Consortium shall duly sign the MoA, making each of the Consortium Members, liable for their respective roles and commitments relating to the technical and financial requirements of the project. In the absence of such a document, the Proposal would not be considered for evaluation and will be rejected. The MoA entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Proposal shall be considered non-responsive. The MoA shall not be amended without the explicit approval of the Authority. The MoA shall, inter alia:

  i. convey intent to form a Special Purpose Vehicle (Project SPV), with shareholding/ equity commitment(s) in accordance with this RFP, which would enter into a Concession Agreement and carry out all the responsibilities as a Service Provider, in case the Project is awarded to the Consortium.

  ii. clearly outline the roles and responsibilities of each member

at each stage;

iii. provide details of the minimum equity stake to be held by each member;

iv. include a statement to the effect that all members of the Consortium, till such time they incorporate an SPV and provide the specified performance security or bond, be liable jointly and severally for execution of the Project in accordance with the terms of the Concession Agreement.

v. **In Case of Company,** the Proposal shall also contain Board Resolutions of each Member, stating that the entire Proposal has been reviewed and each element of the Proposal is agreed to and stating investment commitment for the envisaged Project. The formats and documentation required in this regard has appended to the Volume 1 of this RFP.

vi. The details of the shareholding proposed to be held by each of the members in the Consortium in the Special Purpose Vehicle Company proposed to be constituted by the Consortium in the event of award of the Project shall be mentioned in the Consortium Agreement. The Bidder/Lead Member Shall hold the maximum stake in the bidding company/association and in no case less than 30% of the total equity/interest.

vii. The general terms and conditions governing the responsibilities shall be described in the Consortium Agreement.

- CHANGE IN OWNERSHIP

The Authority will not permit the change in ownership of the Bidder or in the composition of a Consortium Proposal during the Proposal Evaluation stage (i.e., from the time of submission and issue of Letter of Intent to successful Bidder). If any change in the composition of consortium is brought to notice of the Authority then the consortium will be disqualified.

- LOCK-IN PERIOD

The Lock-in period for this C&T project is 7 (seven) years, The minimum equity obligations of the Bidder/all members in case of a Bidding consortium in the Project SPV for the lock-in period i.e., 7

years from the COD as specified in the term sheet template shall be:

i. Bidder or Lead Member (in case of Consortium) shall hold a minimum of (30%) of the equity of the Project SPV during this lock-in period; till the end of the entire Concession period.
ii. Each Member of the Bidding Consortium should hold a minimum of [15%] of the equity of the Project SPV during the lock-in period.
iii. The Performance Certificate of a consortium will be issued to each member proportionate to their stake.

In the above any changes requested by the Successful bidder is subjected to the Decision of the BSWML

2.2.4. The Financial Bid should be furnished in electronic mode in the slot provided for Financial Bid only in KPP Portal.

2.2.5. The Financial Bid shall to be quoted by the Bidder as per the terms and conditions of this RFP.

2.2.6. Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid.

2.2.7. The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language.

2.2.8. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any bid, or any information provided along therewith.

2.2.9. This RFP is not transferable.

2.2.10. Any award of Rights pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2.11. The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder.

2.2.12. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any Tender process and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

2.2.13. A Bidder in the last 5 (five) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be.

2.2.14. Deleted

2.2.15. The following conditions shall be adhered to, while submitting the Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(b) Information supplied by the Bidder must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.

2.2.16. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years, preceding its latest completed financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4. Site/field visit and verification of information

2.4.1. Bidders are encouraged to submit their respective Bid after visiting the Assignment site/area and ascertaining for themselves the site/area conditions, location, surroundings, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

2.4.2. It shall be deemed that by submitting the Bid, the Bidder has:

(a) made a complete and careful examination of the RFP;

(b) received all relevant information requested from the Authority;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Assignment in accordance with the Bidding Documents and performance of all of its obligations there under;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;

(f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.5. Right to accept or reject any or all Bids

2.5.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.5.2. The Authority reserves the right to reject any Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

(i) Deleted

(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.5.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the right thereby granted by the Authority , that one or more of the pre- qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this

RFP, the Bidding Documents, the Agreement or under applicable law.

2.5.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. DOCUMENTS

2.6. Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

Invitation for Bids
Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

Key Submissions and Qualification Submissions

1. Letter of Bid
2. Power of Attorney for signing of Bid
3. Technical Capacity of the Bidder
4. Financial Capacity of the Bidder
5. Anti Collusion Certificate
6. Anti – Blacklisting Affidavit

2.7. Clarifications

2.7.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries received but no later than that received 7 (seven) days

prior to the Bid Due Date. The responses will be published in the KPPP Website.

2.7.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.7.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through KPPP Website. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP at all points of time during the bidding period. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.7.4. All the successful bidders have to ensure that all Primary collections vehicles will be available 24/7. And this should be part of methodology and work plan.

2.7.5. All the successful bidders have to compulsorily procure the new vehicles for primary door to door collection of capacity 1 Cum, 2 cum and 5 cum as per this RFP. All new vehicles must be BS-VI/prevailing emission standards compatible vehicles. All new vehicles will be covered vehicles except the vehicles used for collection of street sweeping waste and C & D waste will be an open type vehicle and this should be part of methodology and work plan.

2.7.6. New/old Compactor with fitness certificate for operations in the next one year from the concerned authority may be deployed by the Selected Bidders. The deployment of compactors will be withdrawn after a period of minimum 1 year (extendable) and no payments shall be made towards the works of Secondary Transportation beyond the date of withdrawal.

2.8. Amendment of RFP

2.8.1. At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to

clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.8.2. Any Addendum / Addenda thus issued will be published in KPPP Website only. The published details on the said sources will be binding on the participating Bidders.

2.8.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date and/or Due Date. Information about extension of the deadline will be published in KPPP Website vide corrigendum.

C. PREPARATION AND SUBMISSION OF BID

2.9. Format and signing of Bid

2.9.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in time and in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.9.2. If Bidder uploads the irrelevant documents other than the documents required for technical qualification, such bidder is liable to be disqualified in Technical Bid evaluation stage itself.

2.9.3. All documents of the Bids submitted in electronic mode under this RFP shall be uploaded through KPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in) digital signature.

2.10. Sealing and Marking of Bids

2.10.1. The Bidder shall submit the Bid in the form specified in Clause 2.10.2.

2.10.2. A Bidder shall submit Key Submission and Qualification Submission for the Package and marked as “Key Submission and Qualification Submission” and shall include following documents:

Key Submission

(i) Scanned copy of Letter of Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;

(ii) Scanned copy of the Bid Security (EMD);

(iii) Scanned copy of Power of Attorney for signing the Bid as per the format at Appendix-II;

(iv) Scanned Copies of:

a) In case of an HUF, copies of PAN card, PF & ESI registration.

b) In case of registered proprietorship firm, copies of PAN card, PF & ESI registration.

c) In case of registered partnership firm, copies of registered partnership deed, PAN card, PF & ESI registration.

d) In case of companies, copies of Memorandum of Understanding and Articles of Association, Certificate of Incorporation, PAN card, PF & ESI registration.

e) In case of registered society, copies of Registration Certificate from the Registrar of the State for Societies, Register of Members, PAN card, PF & ESI registration.

f) In case of registered co-operative society, copies of Registration Certificate from the Registrar of the State for Co-Operative Societies, Register of Members, PAN card PF& ESI registration.

g) In case of registered trusts, copies of Registration Certificate from the Registrar of the State for Trusts, Registered Trust deed, PAN card, PF & ESI registration.

(v) Scanned copy of Labour registration certificate or Affidavit stating that Labour registration certificate will be submitted before the mobilization period.

(vi) Scanned copies of Bidder’s duly audited balance sheet and profit and loss account.

(vii) Scanned copy of the ESI & PF paid challans of any one year in last 5 financial years (FY 2020-21, 2021-22, 2022-23 , 2023-24 & 2024-25)

(viii) Affidavit stating that Office will be setup in the package area if awarded.

(ix) Affidavit on adequacy of the proposed work plan and methodology in responding to the scope of work.

Qualification submission

(x) Scanned copies of Technical Capacity in the prescribed format (Appendix IV)

(xi) Scanned copies of Financial Capacity in the prescribed format (Appendix V)

Financial Bid

The Financial Bid of the Bidder shall be submitted only through KPPP Website in the slot provided for Financial Bid only. **Any Financial Bid received in part or in complete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non- responsive Bid and would be rejected. To be submitted online only.**

2.10.3. Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10.4. Registered Sole Proprietor, HUF, Registered Partnership firm, LPP, Private Limited, NGO, Society and Trusts can submit the certificate from the Chartered Accounts along with 26 AS who audits their books of accounts.

2.11. Bid Due Date

2.11.1. Bids should be submitted before 1600 hours IST the time specified in the RFP notification on the Bid Due Date, in the manner and form as detailed in this RFP. The Demand Draft towards cost of the RFP document should be submitted up to the due date ("Due Date") and not earlier than the Bid Due Date, as per the Schedule of Bidding Process provided in Clause 1.3, at the address provided in Clause 1.2.11 in the manner and form as detailed in this RFP and an acknowledgment / proof of delivery shall be obtained.

2.11.2. The Authority reserves the right to seek original documents for verification of any of the uploaded documents or any other additional documents upon opening of the Bid.

2.11.3. Late Bid

Bids received by the Authority after the specified time on the Bid Due Date and/or Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13. Contents of Financial Bid

2.13.1. The Financial Bid shall be furnished in electronic mode in the slot provided for Financial Bid only.

The Authority will then calculate the Yearly Service Fee based on the details provided in the Financial Bid to undertake the Assignment in accordance with this RFP and the provisions of the Agreement. **Any Financial Bid received in part or in complete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non-responsive Bid and would be rejected.**

2.13.2. The Assignment will be awarded to the Bidder quoting the lowest Yearly Service Fee.

2.13.3. The opening of the Financial Bid shall be as per the order described in Clause 3.7.1 and acceptance thereof shall be substantially in accordance with the RFP.

2.14. Withdrawal of Bids

2.14.1. The Bidder may withdraw its Bid after submission of the Bids electronically prior to Bid Due Date. No Bid shall be withdrawn by the Bidder on or after the Bid Due Date.

2.14.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date or Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.14.3. No Bid may be withdrawn during the period after Bid Due Date or Due Date and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its Bid security, pursuant to Clause 2.20.6.

2.14.4. If any bidder/agency withdraws their bid after selected as L1 bidder for package(s), then in that condition the agency will be blacklisted for next 3 years and the bidder/agency cannot bid for any tender of BSWML for next 3 years.

2.15. Rejection of Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation.

2.16. Validity of Bids

The Bid shall be valid for a period not less than 180 days (One hundred and eighty) days from the Bid Due Date. The Validity of the Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. the Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

D. BID SECURITY

2.19. Bid Security

2.19.1. The Bidder shall furnish as part of its Bid, a Bid Security amount as provided in Clause 1.2.4 herein above.

2.19.2. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.19.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.19.4. S

ave and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 45 (forty five) days from the Bid Validity Period.

2.19.5. T
he Selected Bidder's Bid Security for the Package will be returned, without any interest, upon the Service Provider signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.19.6.
The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.19.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

(a) If a Bidder submits a non-responsive Bid;

(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

(c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

(d) In the case of Selected Bidder, if it fails within the specified time limit

i. to sign and return the duplicate copy of LOA;

ii. to sign the Agreement; or

iii. to furnish the Performance Security within the period prescribed therefor in the Agreement; or

(e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance

Security.

EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

3.1.1. The Authority shall open the Bids at the date and time mentioned in Clause 1.3, at the place specified below and in the presence of the Bidders who choose to attend.

O/o DEPUTY GENERAL MANAGER -1,
BSWML, 1st Floor, BBMP Building,
Thimmaiah Road, Millers Tank Bund Area,
Vasanthnagar Bengaluru – 560 052

3.1.2. The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Authority reserves the right to seek original documents for verification of any of the uploaded documents or any other additional documents upon opening of the Bid.

3.1.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Package is subsequently awarded to it under the Bidding Process on the basis of such information.

3.1.5. Authentication of any submitted documents is subjected to the future verification and any documents found misrepresented or incorrect will attract penal actions as per the discretion of the Authority.

3.1.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any/all Bid without assigning any reasons.

3.2. Tests of responsiveness & Evaluation for Qualification & Financial Bid

3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

(a) it is received as per the format at Appendix I;

(b) it is received as per the format at Appendix II to Appendix IX and

its Annexure (except financial bid details); For consortium as per the format at Appendix II to Appendix X and its Annexure (except financial bid details)

(c) it is received by the Bid Due Date and/or Due Date including any extension thereof pursuant to Clause 2.12.2;

(d) it is submitted electronically on the KPPP Website in the manner as stipulated in Clauses 2.11;

(e) it is accompanied by valid Bid security for the Package(s);

(f) it is accompanied by the Power of Attorney as specified in Clause 2.2.10, as the case may be;

(g) it contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified);

(h) it does not contain any condition or qualification; and

(i) it is not non-responsive in terms hereof.

3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3. Evaluation parameters

3.3.1. The Bidder's competence and capability is proposed to be established by the following parameters:

(a) Technical Capability; and

(b) Financial Capability

3.4. Eligible Experience

3.4.1. To be eligible, a Bidder shall fulfill the following conditions of eligibility:

(A) Technical Capability: For demonstrating Technical Capability and experience (the "Technical Capability"), the Bidder shall meet the following criteria. If the proposal does not meet one or more of the qualification criteria mentioned herein, the bid will be treated as non-responsive and further evaluation will not be carried out for the bid.

Sl. No.	Evaluation Criteria

1	In last 5 financial years **i.e. (FY 2020-21, 2021-22, 2022-23, 2023-24 &2024-25**). the Bidder should have achieved in at least two (2) financial years minimum Annual Turnover of Rs. 3,719.13 Lakhs (two times annual estimated value of the package). 10% weightage would be given per annum to bring the turnover to the
2.	Bidder should have executed similar nature of works for Rs. 929.78 Lakhs (50 percent of **annual** estimated value of the respective package [Refer Annexure Chart-1]) in any one financial year in last 5 financial years **i.e.(FY 2020-21, 2021-22, 2022-23 ,2023-24 &2024-25**). In this regard Performance certificate issued from Head of the ULB or the officer not below the rank of Executive Engineer shall be uploaded as proof of evidence for the same
3	Bidder should submit Valid ESI & EPF Certificate, Labour Certificate and copy of Challans of ESI & PF return of any one year in last 5 financial years **i.e.(FY 2020-21, 2021-22, 2022-23 ,2023-24 &2024-25**).
4.	Bidder should have executed the following quantities in Municipal Solid Waste Management Works/ Services (either individually or together) as given below in any one year in the last 5 years. **i.e**.(**FY 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25**). [Refer Annexure Chart-4] 1. Auto tippers (3 wheeler/4wheeler)-135 nos. (80% of the required no. of vehicles)
5.	Unconditional Banker's Certificate/ Credit Lines/Letter of credit from any Nationalized/ Scheduled Bank for Rs. 557.87 Lakh for each package (30% of annual estimated value of the respective package[Refer Annexure Chart-1]) . Single Line of credit may be uploaded to more than one packages, however the value of Line of Credit shall be equal to or more than the value specified for respective packages mentioning this invitation of Tender only

The Bidder shall submit an affidavit stating that:

(i) Documentary proof demonstrating the ownership of vehicles with the Bidder in the form of registration certificate, Valid insurance and valid fitness test certificates for 100% of vehicles required for the Package will be submitted before commencement of service and **all successful bidders have to compulsorily procure brand new vehicles for primary door to door collection of 1 Cum, 2 Cum and 5 Cum. All new vehicles must be compliant with BS VI/prevailing emission norms. All new vehicles will be covered vehicles expect the vehicle used for collection of street sweeping waste and C&D waste.** New/old Compactor with fitness

certificate for operations in the next one year from the concerned authority may be deployed by the Selected Bidders.

(ii) Documentary proof of ESI & EPF number for each position (Helper/ Driver/ Supervisor) will be submitted along with the first monthly bill. The payments towards ESI/PF have to be made in accordance with procedure set forth by the Authority.

(C) **In case of a Consortium, the combined Technical Capacity and Financial Capacity of the Lead Member and the other members of the Consortium will be considered.** The Authority reserves the right to seek clarification and/or any additional information including documents during the evaluation provided they were existing prior to bid submission, i.e., of historical nature.

3.4.2. Determination of Technical Capability and Financial Capability of the Bidder for package.

The Bidder shall submit documentary proof in support of Technical Capability and Financial Capability for the package he intends to bid for. However, successful Bidder shall be awarded not more than 1 package.

3.4.3. Bidders who meet the above specified minimum qualifying criteria, will only be qualified, if their available Bid Capacity is more than the total tender value. The available Bid Capacity will be calculated as under:

Assessed available Bid Capacity = (A*N*1.5-B)

Where

A = Maximum value of the projects executed in any one year during the last 5 (five) years taking into account the completed as well as projects in progress

N = Number of years prescribed for completion of the works for which bids are invited

B = Value, at FY 2025-26 of existing commitments and ongoing projects to be completed during the next 12 months

3.5. Details of Experience

3.5.1. The Bidder should furnish the details of Eligible Experience certificate issued by Head of ULB or the officer not below the rank of Executive.

3.5.2. The Bidders must provide the necessary information relating to Technical Capability as per format of Appendix III.

3.6. Financial information for purposes of evaluation

3.6.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder of last 5(five) completed financial years, preceding the year in which the Bid is made. Last 5 years turnover certificate (with UDIN No) signed & Sealed by the Associated Chartered Accountant, membership no. of CA should also be mentioned under his Name.

3.7. Evaluation of the Financial Bid

3.7.1. In this stage, the Financial Bid of all the Technically Qualified Bidders will be opened in the numerological order of the Package Number, in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.

The Authority will then calculate the Yearly Service Fee based on the details provided in the Financial Bid to undertake the Assignment in accordance with this RFP and the provisions of the Agreement.

3.7.2. The Bidder quoting the lowest Service Fee shall be declared as the Preferred Bidder for the particular package.

3.7.3. The Authority may, at its discretion, either choose to accept the Service Fee of the Preferred Bidder or invite him for negotiations.

3.7.4. Upon acceptance of the Financial Bid of the Preferred Bidder with or without negotiations, the Authority shall declare the Preferred Bidder as the selected Bidder (the "Selected Bidder").

3.7.5. The financial bids will be opened in the numerological order of the package numbers. If any bidder is declared as "Selected Bidder" in any 1 (one) package in this order, then the financial bid of subsequent packages of the said bidder will not be opened.

3.7.6. In the event that the Lowest Bidder withdraws or is not selected for any

reason in the first instance (the “first round of bidding”), the Authority may, in its discretion, annul the Bidding Process.

3.7.7. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the tender process may be annulled.

3.7.8. After acknowledgement of the LOA as aforesaid by the Selected Bidder, he shall execute the Agreement within the period of 21 (Twenty-one) working days from the date of issue of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. After the execution of the Agreement, the Selected Bidder must comply with the mobilization of vehicles within 45 days after Agreement.

3.8. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.9. Performance Security

The Selected Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee equal to 5% of the one year Contract Value with Annual Renewal Amount equal to the anticipated annual amount of next year, every year till the end of contract period and bank Guarantee shall be valid for a period of 3 months **beyond the annual renewal period**.

FRAUD AND CORRUPT PRACTICES

4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or

employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Assignment.

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "undesirable practice" means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process;; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

PRE-BID CONFERENCE

5.1. Bidders shall upload pre-bid queries in the slot provided in the e-portal.

5.2. During the course of Pre-Bid queries, the Bidder will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

MISCELLANEOUS

6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) Suspend and/ or cancel the Bidding Process and/ or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) Consult with any Bidder in order to receive clarification or further information;

(c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the

Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Payments of Bill

Successful Bidder(s) must submit the last month's bill on every 7th day of next month to the Deputy General Manager. Late bill submission by

the bidder will lead to 0.1% deduction as fine.

Based on the approved hire charges of each vehicle, the monthly invoice shall be prepared with the actual number of vehicles deployed in the month, to arrive at the Total Service Fee Payable for the Month.

- The Total Service Fee Payable for the Month shall be paid in 2 installments:
    - **Capacity fee: 75% of the Service Fee** shall be payable on submission of certificates for timely transfer of ESI, EPF, and salary of drivers, and helpers to their accounts AND on the submission of attendance records for the month.
    - **Operational fee: 25% of the Service Fee** shall be payable after deduction of penalties for non-adherence to KPIs laid out in Schedule C.

Escalation

BSWML shall not be under any obligation to alter/ escalate the Vehicle Rental and Comprehensive maintenance cost by any reasons, whatsoever, during the Concession Agreement Period.

BSWML shall revise the rate of diesel for every three months, based on the average diesel rate, on 1st Day of the previous three months. The fuel rate taken for the assessment by Authority is Rs. 90.00 per Litre.

BSWML shall revise the wages of the Driver & Helper (including Principle employer ESI & PF Contribution) based on the minimum wages act amended from time to time. The wages taken for the assessment by Authority is minimum wages of 2025-26.

BSWML shall reimburse the Toll charges paid by the bidder while transporting waste to designated place along with the Monthly bill.

Taxes

The rates quoted will be inclusive of all taxes except GST. If GST is applicable, BSWML will pay the same.

Default & Termination

Event of Default means either Service Provider Event of Default or Authority Event of Default or both as the context may admit or require.

10.1 Service Provider Event of Default

Any of the following events shall constitute an event of default by the Service Provider ("Service Provider Event of Default") unless caused by BSWML Event of Default or Force Majeure Event:

a. The validity of the Performance Security has elapsed and the Service Provider fails to renew or provide fresh Performance Security;
b. The total value of Penalties exceeds 20% of the Service Fee for a period of consecutive 3 (three) months or for a period of 5 (five) months within a period of 12 (twelve) months;
c. The Service Provider has failed to carry out the activities in accordance with the Implementation Plan;
d. The Service Provider has failed to adhere to the conditions set out in the Agreement;
e. The Service Provider has failed to effect and keep in force any of the insurances as may be required under this Agreement;
f. The Service Provider is using BSWML Assets for purposes other than as specified in this Agreement;
g. The Service Provider has failed to perform any of its obligations under this Agreement; and the same has not been remedied by the Service Provider for more than 3 (three) days or such other period that may be allowed by BSWML;
h. The Service Provider has sub-contracted part or whole of its obligations under this Agreement;
i. The Service Provider has violated any of the labor laws and is penalized by the concerned authority for non-compliance to such laws;
j. The Service Provider has repudiated or abandoned the Assignment;
k. Any representation made or any warranty provided by the Service Provider under this Agreement or the proposal is found false or misleading;
l. A resolution is passed by the Service Provider for voluntary winding up of the Service Provider;
m. Any petition for winding up of the Service Provider is admitted by a court of competent jurisdiction or the Service Provider is ordered to

be wound up by the court;

n. The Service Provider commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on BSWML;
o. the Service Provider is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Service Provider or for the whole or material part of its assets that has a material bearing on the Assignment.
p. Any agitation/strikes by the personnel employed by the Selected Bidder or the Bidder themselves, which hampers the daily operations. Any such hinderance must be remedied by the Selected Bidder within 12 hours by provision of alternative measures.

10.2 Authority Event of Default

Any of the following events shall constitute an event of default by BSWML ("Authority Event of Default"), unless caused by a Service Provider Event of Default or a Force Majeure Event:

a. Authority has failed to make any payments due to the Service Provider as per Agreement and more than 90 (ninety) days have elapsed since such default;
b. Authority has repudiated this Agreement;
c. Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Service Provider.

10.3 Termination due to Event of Default

a. Termination for Service Provider Event of Default

Without prejudice to any other right or remedy which BSWML may have in respect thereof under this Agreement, upon occurrence of Service Provider Event of Default, BSWML may terminate this Agreement by issuing a Preliminary Termination Notice setting out the underlying Event of Default and cure period of 7 days. In case the default is not cured within the said period, BSWML shall issue a Final Termination Notice specifying the Termination Date, which shall be not more than 30 days from the date of issue of Final Termination Notice. The Service Provider shall continue to perform its obligations under the Agreement till Termination Date.

Given that management of Municipal Solid Waste is a daily service that must be provided to the citizens, the Authority reserves the right to

terminate the agreement with immediate effect in case of violation on any of these grounds:

1. Non-payment of ESI/PF as per the statutory rules and directions of the Authority or failure to furnish details of payment of ESI/PF by the Selected Bidder which affects the Principal Employer (Authority) in any capacity
2. Abrupt discontinuation of services as per the Agreement without provision of any alternative measures
3. Any disruptions to the daily operations due to agitations, strikes, unrest created by the Selected Bidder or employees thereof

b. Termination for BSWML Event of Default

Without prejudice to any other right or remedy which the Service Provider may have in respect thereof under this Agreement, upon the occurrence of a BSWML Event of Default, the Service Provider may terminate this Agreement by issuing a Preliminary Termination Notice setting out the underlying Event of Default and a cure period of 30 days. In case the default is not cured within the said period, the Service Provider shall issue a Final Termination Notice specifying the Termination Date, which shall not be less than 30 days from the date of issue of Final Termination Notice. The Service Provider shall continue to perform its obligations under the Agreement till Termination Date.

10.4 Force Majeure Event

Any of the following events resulting Material Adverse Effect shall constitute Force Majeure Event:

a. earthquake, flood, inundation, landslide;
b. fire caused by reasons not attributable to the Service Provider or any of the employees of the Service Provider;
c. acts of terrorism, war, invasion, rebellion, riots, military action or civil war;
d. any other event which the Parties mutually decide an unforeseen circumstance making it impossible for the Service Provider to perform under this Agreement.
e. If the Parties are rendered unable to perform any of their obligations under this Agreement because of a Force Majeure Event, save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.

Dispute Resolutions

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties.

Any dispute, which is not amicably resolved by the Parties, shall be referred to the CEO, BSWML for resolution, who after due examination of records and submissions made by both parties, shall pass an order in this regard. Either party aggrieved by the order of the CEO, BSWML, may file an appeal before the MD, BSWML, whose decision shall be final and binding on both the Parties. Pending submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with the decision of the MD, BSWML. The place of Dispute Resolution shall be BSWML Office.

Legal Compliance

- In case, the operator is unable to service the contract, Authority reserves the right to get it transported by engaging other means or agencies at the contractor's risk. **Double the amount of any such cost** including incidental costs shall be borne by the contractor and shall be recovered from monies payable to him.
- Yearly RTO passing must be done by agency at scheduled time, failure to do so agency will be liable to penal action.
- The closed vehicles shall be painted as specified by BSWML. The shade of the color shall be got approved from departmental officers. The closed vehicle shall be painted every six months in order the vehicles shall look good and not shabby.
- The contractor shall provide a board showing details of the Contractor vehicle, contact number, package number exhibited on the front side of the vehicle so long as the vehicle is on duty.
- Closed vehicles with tipping arrangement shall be sent to work in perfect working order having proper registration and fitness certificate for road worthiness from RTO.

- The closed vehicles shall have valid pollution control certificate (PUC), insurance and tax at all times and copies of the same shall be duly provided.
- The contractor should display the registration number of vehicles and name of Ward/zone on the top portion of the cabin on the cleaner’s side.
- The maintenance of all vehicles must be done by contractor using genuine spare part from genuine spare part supplier.
- Contractor shall provide labour, semiskilled and skilled staff for operating the project during the period of contract. Each vehicle shall be deployed with workers as per the direction given by the Authority for efficient collection.
- The agency is required to submit daily, weekly and monthly reports related to collection and transportation of municipal solid waste as prescribed and required by officials.
- The agency shall carry out all reporting to the concerned officials as required by. All reports must be submitted in printed standard format. The agency is liable to print appropriate formats for reporting at own cost. Contractor shall have a computerized system of operation for keeping updated record.
- The agency shall abide by all the prevailing labour laws & especially the minimum wages Act, P.F. & Insurance, Bonus and other facilities required by the relevant Act. In case of any violation of the prevailing laws, acts, rules or the court decisions by the agency, then the agency shall be liable to face the consequences at his own risk & cost.
- All necessary insurances for the said work and workforce to be made effective by the contractor. Insurance for Third Party Liability, workman compensation arising out of Contractor's equipment, cleaning agents or workforce should also be taken from the first day of operation. BSWML shall not be responsible for any losses occurring to the contractor on this count.
- The agency shall open Provident Fund Account for the manpower engaged by him on this work within the period of 1 month from the date of work order. Also shall take workmen Insurance for within a period of 1 month from the date of work order.
- The agency shall be responsible to compensate the manpower engaged by him or any third party in case of any accident i.e., Comprehensive Insurance.

- The agency shall make payment before 5th day of every calendar month to the manpower engaged by him on this work.
- The Agency is liable to provide information to that is needed under Right to Information Act, 2005.
- The Contractor shall be responsible for any damage occurring to the Authority's property and general public, in case the cause is attributed to the contractors supervisors. The Contractor shall have to get the same rectified at his own cost and risk, or otherwise, BSWML shall attend to the same, at the risk and cost of the contractor (double the actual cost shall be taken from the contractor's payables, incorporating 100% penal amount that shall be appropriated by the Authority).
- The contractor shall ensure that none of his collection staff indulges in any activity deemed illegal or unlawful, during the working hours, the Supervisor / collectors shall always be dressed in acceptable uniforms.
- The contractor shall ensure, at all times that his supervisors/ collectors do not misbehave with the BSWML staff or general public while working. The personnel found misbehaving shall be immediately removed from the work at the risk of the contractor.
- The BSWML shall not be responsible for any injury/death to the supervisors/ collectors deputed by the contractor. It is the responsibility of the contractor to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.
- The contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The Authority shall in no way be responsible for the loss occurring to the contractor on this count.
- The Contractor shall maintain a First Aid Kit and other necessary medicines including bandages, antiseptic creams/liquid, ant burn cream/powder as required to attend to any emergency situations.
- The Contractor shall indemnify BSWML and its employees against any penalties as PRINCIPAL EMPLOYER, for any failure of the Contractor to honour various State Laws / Enactments / Contract Labour (R&A) Act 1970 (C) / Minimum Wages Act / Bonus Act / EPF & MP Act etc.
    - True copy of E. labor License shall be produced,
    - True copy of P. F. license shall be produced,
    - True copy of vehicle tax & professional tax paid as per rules & documents

shall be submitted to the Authority.

- The successful tenderers shall also provide Bio-metric attendance reports to their labour staff members confirming their presence/attendance on duty to enable field verification and evidence in times of accidents etc.
- The successful tenderers shall have to provide all necessary protective gears of the approved make and quality to the labour staff employed by them.
- The vehicle shall meet all applicable Central Motor Vehicles Rules (CMVR) of India/ Govt. safety norms, Emissions & other norms applicable at the date of manufacture.
- Contractor shall have to obtain signature on Performa on register of service society / street / Apartment of all routes.
- Contractor shall prepare history sheet for each vehicle deployed in D2D operation showing painting, R.T.O fitness etc. information.
- Contractor shall adopt BSWML's e-initiatives from time-to-time
- Contractor shall share the list of all employees every month, along with attendance
- Details of ESI/PF, as per the Agreement towards the manpower engaged, by the contractor shall be shared monthly with the Authority and the payment of the same shall be done in accordance with the procedure set out by the Authority
- In the event of casualty or accidents during operations, the contractor shall indemnify BSWML and/or its employees from any losses or damages
- In case of any unrest, agitation or strikes by the Selected Bidder or employees thereof, the Authority shall not be responsible in any manner and the Selected bidder must uphold all obligations as per the Agreement. In case of any disruptions in the daily operations due to such events of agitation, etc., the Authority shall be free to terminate the Agreement with immediate effect.

Schedule A: Package Details as per RFP notification.

A. Description of the Package

[The details in the table set out below will be provided to the successful bidder for the Package]

Package Number:

Ward nos. _____

Designated Locations

The details of processing and disposal facilities are as set out below:

Item	Designated Location
Wet Waste Processing Facility	
Dry Waste Processing Facility	
DWCC (25% Dry Waste)	
Other Waste	
Sanitary Waste Disposal	
Garden/Horticulture Waste	
Street Sweeping Waste	
C&D waste (less than 300kg)	

Note: Designated Locations for the Package shall be reviewed and approved by BSWML while finalizing the route plan. Further, BSWML reserves the right to redefine the Designation Locations for the ward at any time in order to achieve the optimization and service level standards set out in the RFP and maximize the efficiency of its processing infrastructure.

Schedule B: Package Area

The package area would be as set out in the map: The package area is enclosed as Annexure Chart-2

It is clarified that the ward boundaries are usually the entire side of the road on the northern & eastern sides, which includes the entire Road (from drain to drain) & also the small commercial establishments/households on either side the Road. In case ward boundary is a major drain then it would include one side of the drain.

Details of Vehicles

1. Vehicle-Waste Stream Mapping for primary collection and transportation

Waste Stream	Vehicle Type
Wet and Dry Waste (Primary D2D Collection & Transportation) for Households & Small Commercials	Compartmentalized vehicle of 1, 2 & 5 Cum where: a. 60% compartment for Dry Waste (Blue Color) and b. 40% compartment for Wet Waste (Green colour) and c. 100 liters yellow color coded of third bin for Sanitary Waste at the back of vehicle.
Commercial Waste Generator (up to 100Kgs)	Purple color coded covered and compartmentalized vehicle of 5 Cum where: a. 60% compartment for Dry Waste (Blue Color) and b. 40% compartment for Wet Waste (Green Color) and c. 2 nos. 100 liters yellow color coded of third bin for Sanitary Waste at the back of vehicle.
Black Spot, Street Sweeping and Construction & Demolition waste (from Micro level C & D waste generator), all other streams of waste	Brown Color-coded Open vehicle of 5cum for the daily collection street sweeping waste and Construction & Demolition waste (from Micro level C & D waste generator)
Secondary Transportation Vehicle	Separate dedicated Compactor Vehicle for Wet Waste & Dry Waste. Each vehicle capacity of 14 cum.

* Successful Bidders must assess the no(s) of wheelbarrows/Push carts for congested and narrow lane of the ward and deploy accordingly and ensure that daily collection of waste from such areas.

2. Specifications of Vehicles used for Collection and Transportation of Waste

a. Auto –Tipper of 1Cum (3 Wheeler)

Minimum Technical Specification of:

TECHNICAL SPECIFICATIONS OF GARBAGE TIPPER OF 1.0 CUM VOLUME MOUNTED ON DIESEL/ ELECTRIC/ CNG DRIVEN THREE WHEEL CHASSIS		
Sl. No.	**Item**	**Description**
1.0	**AUTO CHASSIS**	
1.1	Type	Three Wheel Mounted
1.2	Engine	ANY ISO CERTIFIED COMPANY MAKE
1.3	Max. Engine Output	7.0 KW @ 3600 rpm
1.4	Max. Torque	23.6 Nm at 2000 ~ 2400 rpm
1.6	Fuel	DIESEL/ ELECTRIC/ CNG
1.7	GVW	990 KGS
1.8	Vehicle Emission	BS VI
2.0	**GARBAGE HOPPER**	
2.1	Type	Closed Top with Partition for Wet and Dry Waste
2.2	Volume	1.0 CUM (40:60 Ratio)
3.0	**HYDRAULICS**	
3.1	Drive	Driven by 12 Volt DC power pack unit
3.3	No. of Cylinder	02 Nos.
4.0	**PAINTING**	Automotive Paint

b. 4 Wheeler 2 Cum vehicle

Minimum Technical Specification:

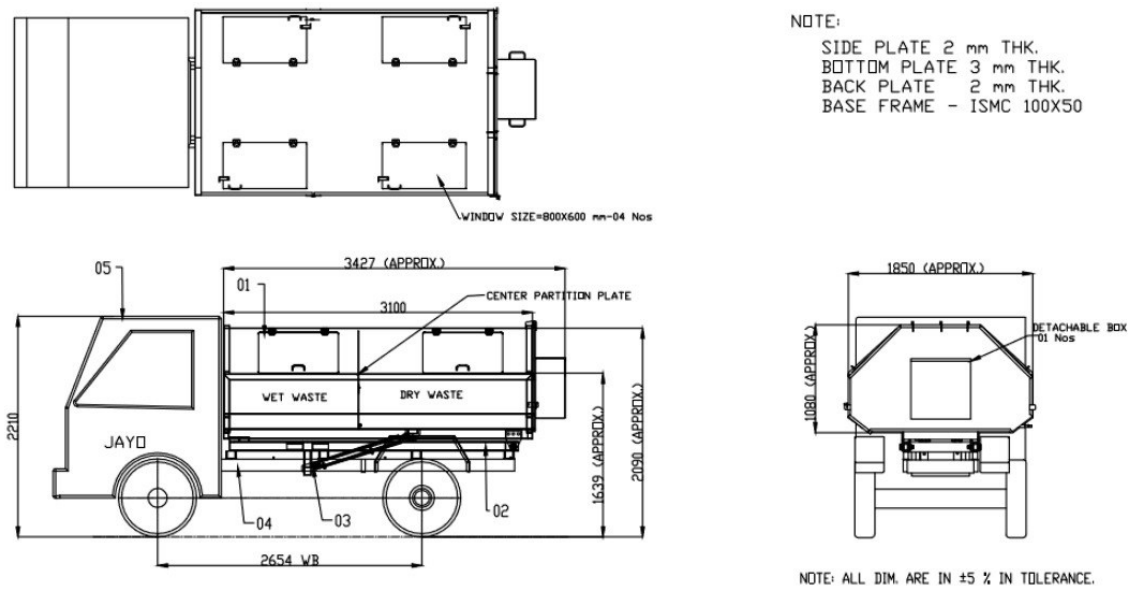
TECHNICAL SPECIFICATIONS OF GARBAGE TIPPER OF 2.0 CUM VOLUME MOUNTED ON DIESEL/ ELECTRIC/ CNG DRIVEN FOUR WHEEL CHASSIS		
Sl. No.	**Sl. No.**	**Sl. No.**
1.0	**1.0**	**1.0**
1.1	1.1	1.1
1.2	1.2	1.2
1.5	Displacement	700 cc
1.6	Fuel	**DIESEL/ ELECTRIC/ CNG**
1.7	GVW	Minimum 1600 KGS
1.8	Vehicle Emission	BS VI
2.0	**GARBAGE HOPPER**	
2.1	Type	Closed Top with Partition for Wet and Dry Waste
2.2	Volume	2.0 CUM (40:60 Ratio)
3.0	**HYDRAULICS**	
3.1	Drive	Driven by 12 Volt DC power pack unit
3.3	No. of Cylinder	02 Nos.
4.0	**PAINTING**	Automotive Paint

5 Cum Auto-tipper Covered

5 Cum Auto-tipper Open

c. 4 Wheeler 5 Cum vehicle

MINIMUM TECHNICAL SPECIFICATIONS OF GARBAGE TIPPER OF 5.0 CUM VOLUME MOUNTED ON DIESEL/ ELECTRIC/ CNG DRIVEN FOUR WHEEL CHASSIS		
SL. No.	**Item**	**Description**
1.0	**AUTO CHASSIS**	
1.1	Type	Four Wheel Mounted
1.2	Max. Engine Output	59.5 KW @ 4000 rpm
1.3	Max. Torque	200 Nm
1.4	Fuel	**DIESEL/ ELECTRIC/ CNG**
1.5	GVW	Minimum 2930 Kgs For compartmentalized / Minimum 9000Kgs For open type
1.6	Engine Emission	BS VI
2.0	**GARBAGE HOPPER**	
2.1	Type	Closed Top with Partition for Wet and Dry Waste
2.2	Volume	5.0 Cum (40:60 Ratio)
3.0	**HYDRAULICS**	
3.1	Drive	Drive through side PTO of Chassis
3.3	No. of Cylinder	01 No.
4.0	**PAINTING**	Automotive Paint



Note: For slum households where there is no access for auto tippers for collection, service provider shall deploy his worker to collect waste from such pockets and the same shall be transferred over to the auto tippers at the designated location.

d. Compactor vehicle

MINIMUM TECHNICAL SPECIFICATIONS OF GARBAGE Compactor OF 14 CUM VOLUME MOUNTED ON DIESEL/ ELECTRIC/ CNG DRIVEN Six WHEEL CHASSIS		
SL. No.	**Item**	**Description**
1.0	**Compactor CHASSIS**	
1.1	Type	Six Wheel Mounted
1.2	Max. Engine Output	191KW @ 2500 rpm
1.3	Max. Torque	2328Nm - 2343 Nm
1.4	Fuel	**DIESEL/ ELECTRIC/ CNG**
1.5	GVW	15700 Kgs
2.0	**GARBAGE HOPPER**	
2.1	Type	Compactor
2.2	Volume	14Cu.m
3.0	**HYDRAULICS**	
3.1	Drive	Drive
3.3	No. of Cylinder	7-9No.
4.0	**model**	Any model of Compactor with valid fitness certificate as per RTO norms and regulations.

SPECIFICATION OF TRUCK MOUNTED GARBAGE COMPACTOR 14 M3 CAPACITY

Vehicle mounted rear loading garbage compactors shall be robust in construction and shall be able to collect of Solid Waste from different spots and/or from the auto tippers and then transport it to designated processing facility. The volume of the compactor shall be around 14 m3. The unit shall be operated by hydraulic systems. The positive compaction against the ejector plate shall be used to enable desired compaction to be achieved at all times for even loading. Proper distribution of load on front & rear axles should be achieved without overloading the axles in any circumstances. The refuse shall be pressed into the compactor by a pressing plate & the mechanism shall enable the full body volume to be filled with compacted refuse. The refuse shall be unloaded by an ejector plate. The operations of this unit shall be such that one driver assisted by two helpers shall be adequate.

COLLECTION & DISPOSAL OF GARBAGE

Collection of garbage shall be done by emptying/unloading the garbage into the hopper of the compactor from the Auto Tipper Compartment bins. These Auto Tipper Compartment bins shall be emptied hydraulically by the bin lifter or even emptied manually as the hopper is easily accessible. The compacting process shall be carried out in stages as described below.

- The packer plate, which initially is at a closed position parallel to the floor of the body, shall open hydraulically.

- Due to the actuation of the carrier plate hydraulic cylinders, the carrier shall come down and the hopper shall shut by the packer plate.

- The garbage from the hopper shall be swept by the packer plate and pulled into the container body by the reverse actuation of the carrier plate cylinder.

- The garbage shall be compacted against the ejector plate as the carrier ascends.

- The tailgate shall be unlocked from the self locking /unlocking arrangement and the entire assembly shall be hydraulically lifted using the two cylinders.

- The compressed garbage within the container body shall be unloaded by the ejector plate by pushing the garbage out of the body with its double acting multi stage hydraulic cylinder.

- This system shall facilitate easy and quick unloading with assured machine stability during discharge.

The skid-mounted unit shall consist of;

a) Suitable power takes off arrangement from the truck chassis which shall be used for driving various components of the unit.
b) Body
c) Tail gate
d) Packer plate
e) carrier plate
f) Ejector Plate
g) Controls
h) Hydraulic system
i) High Pressure Washing System (Optional)
j) Safety Features
k) Standard Accessories
l) Painting

The above equipment shall be mounted on client supplied chassis with cabin & PTO of 16T GVW and 4200 mm wheelbase.

REAR LOADER:-

Unit shall be rear-Loading type with loading height approx. 1 meter from ground level. The operation of compacting, ejecting the refuse shall be hydraulic system. The system shall include the hydraulic pump driven by the chassis engine overheating, necessary filter, adjustable relief valves, DOCV's directional control valves, restriction valves and associated pipelines.

The hydraulic cylinders, hydraulic pump and control valves shall be of reputed make, manufactured by the firm having vast experience in the same field. Hydraulic seamless

pipes, hoses, couplings should be of high quality and standard to withstand high pressures. The pipe ends should be flared to ensure perfect seal and prevent leakage even at high pressure.

HYDRAULIC SYSTEM:

1. A heavy duty, single speed power take-off shall be provided by chassis manufacturer and shall be compatible with that of chassis transmission.

2. The power take-off must run quietly. Gearing shall be selected for minimum engine R.P.M. compatible with recommended R.P.M. for correct operating pressure and flow per minute.

3. The hydraulic pump shall be designed to operate continuously with peak loading at frequent and short interval. The pump displacement at 1500 rpm should be 75 L/min. It shall be derived by the PTO via propeller shaft.

4. All hydraulic hoses shall be as per relevant standards for designed pressure. Hoses shall have adequate safety factor over maximum relief valve pressure setting. The hoses shall be rigidly mounted on the body, wherever possible.

5. The hydraulic system shall incorporate relief valves to protect all components from excessive pressure and overloads.

6. A replaceable, 10 micron filter should be provided in return line of hydraulic system.

7. All hydraulic components should be easily accessible for inspection.

SAFETY FEATURES:

1. Hose burst valve shall be fitted to the system to prevent the tailgate descending in the event of the hydraulic failure. Emergency stop switch shall be provided to stop all the operations instantaneously in case of emergency. The switch shall be provided on either side of the vehicle.

2. There shall be a 'body prop' provided on the tailgate to hold the tailgate in the open position for safety of workshop personnel when entering the body for maintenance or repair.

STANDARD ACCESSORIES

Following accessories as a part of the machine shall be provided along with each model to enhance the performance and safety features of the machines.

(i) Mud flaps - 2 nos.

(ii) Mud guard – 2 Nos.

(iii) Aluminium chequered plate lockable tool box – 1 No.

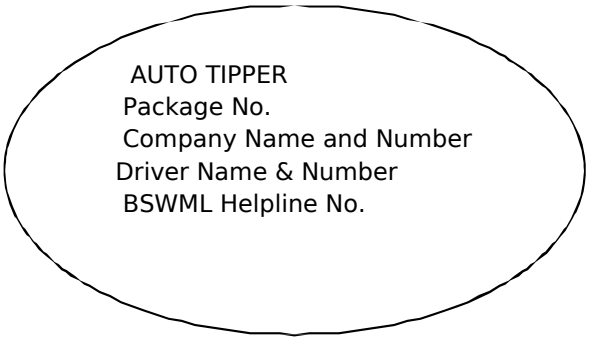
PAINTING

The entire unit shall be painted with two coats of superior quality anti-corrosive primer with two coats of approved quality paint. The bidder shall get the paints and shades approved from the client.

Note:

1. **The Service Provider shall paint and also mention the type of waste on compartment like wet waste, dry waste, other waste on dedicated other waste auto-tipper with the following details on the body of the Vehicle on both sides in Kannada and English. The same muse be updated regularly as per directions given by the Authority.**

COMPACTOR
Package No.
Company Name and Number
Driver Name & Num
BSWML Helpline No. –



Schedule C: Scope of Work

The Operator shall carry out the following MSW management Operations, in accordance with Good Operating Practices, as set out in this Contract and as per SWM Rules 2016.

Part 1: Scope of Work

1. **Primary door-to-door collection of MSW:**

    a. **From Households and small commercial establishments** (including hotels): wet, dry, sanitary and other waste in segregated manner using covered and compartmentalized auto-tipper. In residential area collection will be done from all the households at least once a day and in small commercial area twice a day - morning and evening time. All vehicles employed for door-to-door collection shall be installed with GPS tracker and a loudspeaker for announcement/IEC activity and the same shall be operated in a way that does not cause unnecessary disturbance in the area.

    b. **From other areas in BBMP limits**: Primary collection from slums, vegetable/ fruit shops, small commercial, small institutional, open dumping points, public places, litter bins, Garbage Vulnerable points and any other areas not excluded elsewhere in this document from Package Area of BBMP as defined in SWM Rules 2016.

2. **Transportation of MSW**:

    a. **Primary Transportation of dry waste to DWCC**: The agency will have to collect and transport segregated Dry waste to Dry Waste Collection Centers (DWCC) within the Package on a daily basis, or as directed by the Authority for the entire duration of the Agreement directly using compartmentalized auto-tippers.

    b. **Direct Secondary Transportation of MSW to processing facilities where BSWML has standing commitments:** The agency shall be required to transport segregated waste to the decentralized processing facilities in the Project Area where BSWML has standing commitments, as directed by the Authority in a segregated manner for the entire duration of the Agreement on a daily basis, directly using compartmentalized auto-tippers.

    c. **Direct Secondary Transportation of MSW to other processing facilities**: For a period of minimum one year from the Letter of Award, the agency shall be required to transport segregated waste to the processing facilities in the Project Area (including centralized pre-existing processing facilities as per and new facilities set up by the ISWM Project Concessionaire) as directed by the Authority in a segregated manner, using compactors.

    BSWML plans to have Transfer Stations in each division of the BBMP area. These Transfer Stations (if they don’t exist already) are planned to

be developed by the Authority in the next 1-2 years. The responsibility of Secondary Transportation may be **extended beyond one year**, and shall be terminated with an advance notice of at least 3 months by the Authority. At the end of this period, this responsibility shall be taken away from the scope of the agency, and the deployment of agency's compactors for this purpose shall be terminated.

After the development of the Transfer Stations, all the waste collected from Primary Collection activities (including wet waste, mixed waste, sanitary waste, animal waste, animal carcass, etc.) must be delivered in a segregated fashion to the designated Transfer Station in the Package, or as directed by the Authority, as part of Primary Transportation activity.

d. **Transportation of Animal Carcass/other waste:** Collection of dead animals, tree/shrub & cuttings from de-weeding operations as needed, and subsequent transportation to designated locations as directed by Authority.

3. **C&D Waste:** Collection of C&D waste from Micro-Level generator (up to 300 Kgs) and secondary transportation of the same to the designated C&D processing or disposal facility as directed by Authority.

4. **Weighment:** Ensure all vehicles are weighed at the weighing bridges installed at the designated waste processing plants, proposed transfer stations, DWCCs, MRFs of BSWML or its empaneled agencies and empty the vehicles at the specific spots as directed by the Authority or its empaneled agencies.

5. **Vehicle tracking:** Install and operate GPS tracking system/any other app/equipment on all the transport vehicles as specified by the BSWML, to ensure all vehicles can be tracked in real-time.

6. **Reporting:** Furnish daily, weekly and monthly report of waste collected in each trip as per format specified by the Authority.

7. **IEC activities**: Actively participate and cooperate in public awareness campaigns organized by BSWML/ BBMP/ Any Government Organizations.

8. All the clauses mentioned in the RFP applies to the scope of work of this tender.

9. Agency/ Bidder will have to collect and transport in night shift for commercial areas only.

10. Comply with all statutory norms and Applicable Laws throughout the duration of the contract.

The above scope of work shall be carried out using vehicles color-coded in the following fashion:

1. **For the collection of organic/wet waste, inorganic/dry waste, and sanitary waste**: Three/Four wheeler auto tipper, covered, compartmentalized vehicle of 2 cum capacity, Green and Blue color-coded, along with Yellow bins

2. **For the collection of domestic hazardous waste**: 100 liters yellow color-coded bin.

3. **For collection of commercial waste**: Covered, compartmentalized vehicle having a capacity of 5 cum, Purple color coded, along with Yellow bins. Wet: dry ratio in compartments to be 60:40.

4. **For the collection of street-sweeping waste, other waste in morning & night shift and C&D waste**: Open vehicle having a capacity of 5 cum, Brown color-coded.

Additional requirement / scope:

Whenever there is additional requirement of vehicles for both primary collection or secondary collection due to specific circumstances like revision in micro plan, public events held in the ward, major festivals, Jathras, etc, additional vehicles would have to be provided by the service provider on request by BSWML at the same contract award agreed rates.

Reduction in scope:

Also in view of BSWML building its own SWM infrastructure such as Solid Waste Transfer Stations, purchase of SWM vehicles / machines / Equipment, setting up own centralized and decentralized waste processing plants, DWCC's and up-gradation of existing centralized and decentralized waste processing facilities, utilization of existing SWM vehicle infrastructure in times of need, and also based on actual field level waste generation assessment subsequent to award of tender, the scope of work of tender would be suitably amended where found necessary during the remaining period of work, under due intimation to the service provider. This clause may also be applied in case of non-performance of assigned work by selected agency(s).

All the successful bidders have to compulsorily procure the new vehicles for primary door to door collection of capacity 1 Cum, 2 cum and 5 cum as per this RFP, except Compactors. New/old Compactor with fitness certificate for operations in the next one year from the concerned authority may be deployed by the Selected Bidders. All vehicles must be BS-VI/prevailing emission standards compatible vehicles. All new vehicles will be covered vehicles only. The vehicle used for collection of street sweeping waste and C & D waste will be an open vehicle and this should be part of methodology and work plan. The deployment of compactors will be withdrawn after a period of 1 year (or as per extension granted by the Authority) and no payments shall be made towards the works of Secondary Transportation beyond this period.

Data Upload and Digital Monitoring:

The entire SWM vehicles movement of door to door collection and secondary collection and transportation would be digitally monitored through BSWML's Control and Command Centre and also through mobile apps and technologies of

RFID/GPS integrated to a centralized control room and made available for citizens to view. The service provider would have to oblige to any such mandatory requirements of data uploads and tracking systems imposed by BSWML for the purpose of monitoring performance standards and imposition of penalty as prescribed. BSWML will establish an ICT based solution to enhance the effectiveness of collection and transportation system. And all successful Bidders have to comply the instruction of authority from time to time. BSWML will install RFID, GPS and Push-To-Talk system in all the primary and secondary vehicles. After the completion of each trip, primary Door to Door collection vehicle compulsorily go at the weighing scale point (as per direction of the Authority) and after weighing only it will further go to the designated transfer point. With the help of effective ICT based monitoring system, all the weighing records will be directly send to SWM Control and Command Centre. These will make the process smooth, man less and temper free. All primary and secondary vehicles are monitored and tracked from SWM Control and Command Centre through dedicated screen, one screen is allotted for the monitoring of one package.

***Note**:*

1. As part of accommodating the services of SHGs/ PKs/ Rag Pickers/ marginalized sections of society as per the Government Order no: SWD 34 BCA 2004, Bengaluru, dated: 10.03.2005 BSWML reserves the right to ask the Service Provider to substitute the manpower to the extent of a maximum of 24.10% (or as per the latest Government order) of manpower allocation in the Package. The Service Provider shall be obligated to accommodate the same and shall pay for the personnel as per the same agreed payment terms, subject to them meeting all the requisite performance parameters.

Part 2: Proposed Work Plan and Methodology

The Bidder shall submit a detailed proposed work plan and methodology on door-to-door collection of segregated wet waste and sanitary waste, collection of street sweeping waste, segregated transportation of the same to designated locations and plan for a garbage spot free and visually clean ward. The Bidder shall also elaborate on the measures proposed to optimize the resource utilization, achieve 100% coverage and the training and IEC for ensuring segregated waste collection and transportation.

Sl. No.	Component	Activity	Process	Frequency
1	**Primary Collection**			
	Collection of segregated wet, Dry waste and sanitary waste from waste generators other than Bulk Generators	The primary scope of work of Door to Door collection is derived from the estimation of waste in the ward micro plan and the estimated PCVs and SCVs as worked out and listed in this RFP. The Service Provider shall carry out collection of segregated dry, wet waste and sanitary waste from Households (including Slums) and Small Commercial Establishments (SCEs) not categorized under Bulk Generator (BG would mean Waste generators as per the following classification: (a) Residential waste generators with more than 100 Multi Dwelling Units (MDUs) (b) Commercial and Institutional waste generators generating solid waste of more than 100 kgs per day or located on the premises with site	Service Provider shall begin door to door collection from Households with all Resources deployed in the Package, no later than 6:30 AM unless otherwise specified in the Agreement. After completion of collection of MSW from Households, the Service Provider shall begin door to door collection from Small Commercial Establishments (other than Bulk Generators). However, this shall preferably begin at 10.00 AM and shall not commence later than 1:00 PM unless otherwise specified in the Agreement. BSWML will however reserve the right to regulate the time for collection of waste from SCEs. Other than Household waste and SCEs waste, the service provider is barred from servicing to any non-households or non-SCEs i.e. the Bulk Generators, which are outside scope of the tender. MSW collected by BSWML from the slum areas where Auto tippers are inaccessible, shall be transferred from pushcart bins or other such vehicles bins to Auto-tipper(s) of the Service Provider first, which shall further be transferred to the Compactors at the Garbage Transfer Point for Secondary Transportation to the	Daily

Sl. No.	Component	Activity	Process	Frequency
		area of more than 5000sqm.)	Designated Location(s).	
	1.i. Dry and Wet Waste	Door to door collection of segregated Dry & wet waste shall be carried out on a daily basis using the Vehicle Type prescribed in RFP. The Service Provider is obligated to collect only segregated dry, wet & sanitary waste. Kitchen waste / organic waste shall be collected in separate receptacles. The Auto-tipper after collecting the waste should cover it so as to ensure that waste is not transported openly. Non segregated waste / mixed waste shall not be collected and if collected and encouraged, is a punishable offence. This shall be followed strictly.	The Service Provider shall accept only segregated dry & wet waste handed over in a returnable bin to be emptied into the Primary Collection Vehicle. Unsegregated/ Mixed waste / Other wastes except sanitary waste shall not be collected. Non-compliance by waste generators by providing non-segregated waste is a punishable offence and such non-compliance shall be reported by the service provider. In case of non-compliance in providing segregated waste by the waste generators, the Service Provider shall be allowed to collect necessary proof (photograph with time stamp with GPS location) and submit the same to BSWML or would be allowed to report through any other mechanism or system put in place, including remote monitoring using RFID or other technologies.	Daily

Sl. No.	Component	Activity	Process	Frequency
	1.ii. Sanitary Waste	Door to door collection of Sanitary Waste shall be carried out along with Wet & Dry Waste. However, Sanitary Waste shall be collected and transported in separate bags and is to be handed over at Designated Locations prescribed for this purpose.	The Service Provider shall accept sanitary waste only if it is handed over in a separate bag / paper cover. The bag / paper cover must be marked with a cross on it. The collection vehicle shall have a separate bag / bin to temporarily store sanitary waste, till the same is transferred to the designated location. Service Provider shall maintain a record of the Sanitary Waste quantity transferred at the Designated Location on a daily basis and the same shall be counter signed by the operator of the Designated Location. These details shall be handed over to the BSWML at the end of each month.	Daily
			Waste / Garbage Transfer Point (GTP) or Lorry Point is the designated place where primary waste collection vehicles i.e. Auto-tippers transfer the collected waste to the secondary vehicle i.e. Compactor. These GTP locations are decided by BSWML and are fixed. Compactors should compulsorily wait here to receive the waste from auto-tippers, without moving around. The GTP Protocol has to be strictly followed to ensure that No Garbage on Ground (NGoG) status is maintained and the area is visually clean. No garbage should be found strewn at the GTP and manual handling or segregation of waste during such transfer is strictly prohibited.	
2	**Street Sweeping Waste Collection**			
I	Roads, footpaths, flyovers and	Service Provider is responsible for collection of sweeping waste of all the major and minor roads,	Sweeping waste shall be collected by primary collection vehicle deployed in the Package, and shall commence not later than 11.00 AM and shall be completed by 2:00 PM.	

Sl. No.	Component	Activity	Process	Frequency
	sub- ways	footpaths, flyovers and sub-ways within the Package (Waste kept in bags, kept as heap / stored in pushcart. Wherever medians are present, all litter (including leaf litter) shall be cleared.	Street sweeping waste collected in bags shall be collected by Vehicles deployed by the Service Provider specifically for the purpose. Street sweeping waste collected shall be transferred directly from the Auto-tipper to the Compactor without spillage during such transfer. Such transfer shall be undertaken only at Designated Locations which have been duly approved by BSWML. At no instance the Service Provider shall mix Street Sweeping Waste with segregated wet, Dry and sanitary Door to door collection waste.	
ii	Street Sweeping – Second Shift / Night shift (wherever applicable)	The Service Provider shall collect and transport the street sweeping waste from second shift / night shift also from the Package area wherever applicable or wherever introduced at a future point of time as per scheduled rates fixed. For the purpose of clarity, the second shift timings shall be from 2.30 pm to 10.30 pm and night shift shall be from 6.30 pm to 2.30 am.	The Bags containing the street sweeping waste shall be collected by Vehicles deployed by the Service Provider specifically for transporting street sweeping waste to the Secondary Collection Point / designated location. Process of Street sweeping waste collection remains the same and the transfer of waste should take place as per SOP and in wards specifically mentioned in the RFP.	Daily
iii	Play grounds, burial grounds and parks, public toilets and urinals	Service Provider is responsible for clearing litter collected by BBMP pourakarmikas through street sweeping and other activities taken up in or around the above-mentioned places.	The waste shall be segregated and disposed as per the process specified for wet, dry, sanitary waste, green waste, mixed waste as set out in Sl. No. 1 and 2 above.	Daily
Iv	Vacant Sites	Service Provider is responsible for shifting any municipal waste from	The waste shall be segregated and disposed as per the process specified for wet, dry, sanitary waste, dry waste	As and

Sl. No.	Component	Activity	Process	Frequency
		vacant sites within the Package as and when identified and on request by Authority.	and street sweeping waste as set out in Sl. No. 1 and 2 above. In case, a request is placed by the concerned BSWML Representative to collect waste from a specific Site, the same shall be cleared by the Service Provider within 8 Working Hours of such request. The Service Provider shall maintain a record of such requests received from the BBMP/ BSWML Representative and shall be required to get a counter signature of the BBMP/ BSWML Representative on completion of the request received. For the purpose of recording compliance to the request, the Service Provider shall prepare a Request Completion Report providing the details	when identified and on request
v	Clearing of Litter Bins	Service Provider is responsible for daily removal of waste from all litter bins locations / streets with high floating population for both existing litter bins and as and when new litter bins are provided.	Such collection of waste shall be from bin to vehicle with zero spillage and following the NGoG principle.	Daily
vi	Clearing of Garbage Vulnerable Points (GVP)	The Service Provider shall be responsible for clearing all GVPs in the ward and shall ensure that all the GVPs cleared are maintained clean till the next shift of collection in the Package Area regularly.	Such lifting of waste shall be without any direct manual handling and through staff who are wearing full protective gear / personal protective equipment.	***
Vii	Grievance Redressal	On receipt of the complaint, BBMP/ BSWML shall pass on the details to Service Provider. Service Provider shall maintain a log of all such	The Service Provider shall maintain a record of such complaints received from the BBMP/BSWML Representative and shall be required to get a counter signature of the BBMP/ BSWML Representative on completion of the	Daily

Sl. No.	Component	Activity	Process	Frequency
		complaints received from the BBMP or BSWML Help Line/ Customer Care / Sahaaya App/ Swachhata App / SWM Control Room / Wireless and report the redressal of the same.	complaint redressal For the purpose of recording completion of work requested, the Service Provider shall prepare a Complaint Redressal Report providing the following details: 1. Name and location of the complaint generated 2. Date and time of request logging 3. Date and time of closure of the request 4. Activities carried out 5. Photographs of the cleared site -before and after - clearing the MSW. The photographs should have date, time and GPS location stamp.	
3	**Secondary Transportation**			
	Segregated Wet Waste from Households and Small Commercial Establishments:	Service Provider is responsible to transfer all the Wet Waste collected from the Package Area to the Designated Location for Wet Waste Disposal using Compactors as per specifications only.	Service Provider shall transfer the Wet Waste directly from the Auto-tipper to the Compactor Truck without spillage of waste and leakage of leachate during such transfer. Such transfer shall be undertaken only at Designated GTP Locations which have been duly approved by BSWML and transfer carried out as per the SOP for GTP as approved by BSWML. The Compactors shall be responsible to deliver the waste to the Designated Processing facilities. New/old Compactor with fitness certificate for operations in the next one year from the concerned authority may be deployed by the Selected Bidders. The deployment of compactors will be withdrawn after a period of 1 year (extendable to 2 years) and no payments shall be made towards the works of Secondary Transportation beyond this period. After the expiry of this 1 (or 2) year period, the agency shall	Daily

Sl. No.	Component	Activity	Process	Frequency
			be responsible to deliver the Wet Waste to the Transfer Stations, along with sanitary waste using the auto-tippers directly.	
	Transfer of Dry waste to DWCCs	Service Provider is responsible to transfer Dry Waste collected from the Package Area to the DWCC, as per direction of the Authority.	Service Provider shall transfer the Dry Waste directly from the Auto-tipper to the DWCC facility without spillage of waste.	Daily
	Transfer of waste to decentralized commitments of BSWML	Service Provider is responsible to transfer notified amount of Wet Waste collected from the Package Area to the processing facilities where BSWML has commitments of waste delivery, as per direction of the Authority.	Service Provider shall transfer the Wet Waste directly from the Auto-tipper to the facility without spillage of waste and leakage of leachate during such transfer.	Daily
4	Green waste (dry leaves and tree cuttings)	Service Provider shall transport all the Green Waste collected in the Package to the Designated Location for Green Waste Disposal.	Service Provider shall maintain a record of the Green Waste quantity disposed at the Designated Location on a daily basis. These details shall be handed over to the BSWML at the end of each month. Green waste from BESCOM/BBMP tree cutting activity shall be transported to the designated location. At no point of time, green leaf litter or other such organic waste be burnt as a manner of disposal.	Daily
5	Street Sweeping Waste and Inert from all sources	Service Provider shall dispose the Street Sweeping Waste and Inert at the Designated Location		Daily
6	C & D Waste	Service Provider shall collect C & D		Daily

Sl. No.	Component	Activity	Process	Frequency
	from Micro level generators	waste from Households who generates less than 300 Kgs of C & D waste and dispose at the Designated Location. (to travel minimum 30 kms per day (to & fro). Any addition/reduction in the lead, the Charge will be paid/deducted as per prevailing schedule of Rates.		
7	Bulk Waste	If BSWML decides to manage the bulk waste due to compulsion, then the Bidder shall provide this service as per request and direction of the Authority.		On request
8	Transportation of Waste	Service Provider shall be responsible for transporting all waste in a segregated, hygienic manner and without any spillage of waste / garbage or leakage of leachate during transportation. If necessary, the back of the compactor could be covered with a sheet to ensure no spillage.	The leachate holding tank should be fully functional and should be able to hold the leachate without any spillage during transfer or transport.	

Sl. No.	Component	Activity	Process	Frequency
E	**Vehicle and Equipment**			
1	Primary Collection and Secondary Transportation	Service Provider shall deploy vehicles, as per Schedule in this RFP. All vehicles shall carry a board with its details clearly visible. Each vehicle shall also have the Helpline number clearly visible to the public as per Schedule _____. All vehicles shall first be registered in the BSWML's Auto tipper and Compactor registration mobile application by the divisional Officer incharge and such vehicles shall then be fitted with a RFID / GPS device / card / software as provided by BSWML. Attendance at Mustering and Garbage Transfer Point shall be through BSWML's mobile attendance app and other methods prescribed. The mobilization of vehicles shall be done in front of local RTO officials / Transport wing of BSWML/BBMP and in presence of local RWAs/Suchi Mitras/ Ward Committee Members and the process would be video graphed		

Sl. No.	Component	Activity	Process	Frequency
		and documented.		
2	Vehicle Maintenance	Service Provider shall be responsible for maintenance of all vehicles operated by it (both owned/hired by the Service Provider).		As directed by the Manufacturer
3	Parking	Service Provider shall identify a location for parking of its vehicles within the Package Area and all vehicles to be water washed daily. The cost of the same if any shall be borne by the Service Provider.		
4	Equipment/ Tools/ Consumables	The Service Provider shall make available all equipments/ tools/consumables as per Schedule in this RFP. Periodic maintenance / replacement shall be as per Schedule 8 and / or manufacturer's directions, as the case may be.	Periodic maintenance /replacement shall be as per Schedule 8 and or manufacturer's directions, as the case maybe.	
5	Repair Reserve / Spare Vehicles:	The Service Provider shall have at his disposal repair reserve vehicles and spare vehicles to substitute as and when required with no financial implications. Hence at no point of time, there shall be shortfall of vehicles as mandated in the RFP for that ward.		

Sl. No.	Component	Activity	Process	Frequency
F	**Personnel**			
1	Salaries and Benefits	Service Provider shall ensure than all personnel are paid as per industry standards and as per the minimum wages prescribed, including the mandated PF and ESI. The salaries shall be transferred directly to Bank A/cs of respective Labourers (Helper & Driver) on a monthly basis within the 5th (Fifth) of every month.		
2	Attendance	Service Provider shall maintain a daily attendance register, including biometrics, for their drivers and helpers and handover the digital attendance log details at the end of each month to the BSWML.	The Service Provider shall submit to BSWML the list of manpower employed by it for operations along with details of their identification cards issued by the Government Aadhaar Card, Ration card. Every day, the manpower employed shall punch in their attendance at the start/in between and end of the shift, through the biometrics equipment at the start and end of the shift.	Daily
3	Facilities	Service Provider shall at its own cost provide facilities for the service personnel as per statutory requirements. Service Provider shall provide all the personnel with requisite uniforms, safety gears and comprehensive insurance.		

Penalty Structure

From the Total Service Fee Payable in the Month, 80% shall be paid after submission of bill along with ESI and PF and salary remittance of the previous month and balance 20 % held back amount to be paid after deduction of penalties as per the table below. In case the amount of penalties is higher than the amount held back, the remaining amount shall be adjusted from the subsequent invoice.

S. No.	Parameters	Method of measurement	Benchmark	Penalty
Primary Collection (Door-to-door)				
1	**Minimum Manpower (door-to-door)** i) Driver and helpers Nos. as mentioned in RFP as per Package (for all vehicles - Auto Tippers and Compactor)	Digital Attendance	Upto 90%: Acceptable	Acceptable for one month in a year, no penalty. Beyond one month in a year in addition to deduction of wages, a lump sum penalty of Rs. 5000 per person per month.
			From 80-90%: Improvement required.	In addition to deduction of wages, Rs. 500 for each such employee below 90% each day for the first 30 days.
				In addition to deduction of wages, Rs. 1000 per day for the next 30 days (30-60 days), Rs. 5000 per day for the next 30 days (60- 90 days). Even after 90 days, attendance remains below 90% then a cure period of 30 days will be given and in case no such action will be taken by the Agency/ Operator, it will be treated as Event of Default.
			Less than 80%: Not Acceptable	In addition to deduction of wages, Rs. 5000 per day for the initial 30 days for each such employee below 80%
				A cure period of 30 days will be given and in case no such action taken by the Bidder, it will be treated as Event of Default

S. No.	Parameters	Method of measurement	Benchmark	Penalty
2	**100% Coverage:** Collection of solid waste from all Households in the Package Area	GPS records/Complaints by households/ BSWML log	(to be defined) - Waste in quantity that must be collected	0.1% of Total monthly service fee payable for each day of non-compliance
3	**100% Segregation:** Daily reporting of people who are not providing segregated waste	AGM/Marshall log	100% compliance-everyday	0.05% of Total monthly service fee payable for each day of non-compliance
Primary Collection (Other than Households)				
4	Failure to clean **Markets, Public Gardens, collection of horticultural waste, C&D waste (less than 300 kg) OR any other spaces/waste as per Schedule C or** as directed by Authority within time stipulated	GPS records/Complaints by households/ BSWML log	Resolution in 3 hours	₹5,000 per case
Transportation				
5	Clearing of dead animal carcasses	GPS records/Complaints by households/ BSWML log	Animal carcass are removed within 4 hours of report	Rs 250/- per incident
6	Non collection of waste from PKs	GPS records/Complaints by households/ BSWML log	Resolution within 4 hours	Rs 500/- per incident
7	Clearing of garbage vulnerable points/litter bins/ secondary transport point/ transfer station	GPS records/Complaints by households/ BSWML log	Resolution within 4 hours	Rs.250/- per Default. Repeated incidences at the same location, the penalty shall be compounded by 25%

S. No.	Parameters	Method of measurement	Benchmark	Penalty
8	Dumping of waste in unauthorized location (or burning of waste)	GPS/RFID tracking log/ complaints/ BSMWL log	Prohibited	Rs 50,000/- plus police action
9	Failure to Transport waste to designated processing facility (including existing commitments of BSWML, any new facilities setup by BSWML directly or indirectly, etc.)	As per weighment data	Within 90% of expected waste compared to existing BSWML data	0.1% of Total monthly service fee payable, for each day of non-compliance
10	**Spillage/leakage during transport:** Spillage of waste/leachate on the roads during transportation. Every incidence of litter on road will be treated as separate case	Complaints/ BSMWL log	100% compliance	₹1,000 per case per day
11	**Mis-Utilization of Vehicle:** Use of the vehicle other than for the waste management within the Project Area or for any other ancillary purposes connected therewith (e.g. unauthorized collection of waste from bulk waste generators, etc.)	GPS/RFID tracking log/ complaints/ BBMP log	100% compliance	₹10,000 per instance per day
Complaints management				
12	**User Complaints (Door to Door Complaints)**		Up to 10 complaints per day	□ No penalty
			More than 10 to 500 complaints per day	□ Rs 100 for each such complaints,
				□ Even after 90 days, if the Bidder fails to bring it to an acceptable level, it shall be treated as Event of Default
			More than 500 complaints per day for a	□ Rs 100 for each such complaint multiplied by number of days. A cure period of 30 days will be given and in case no such action taken

S. No.	Parameters	Method of measurement	Benchmark	Penalty
			continuous period of 3 months	by the Bidder to improve its working, it will be treated as Event of Default
13	**Complaint Redressal**		> 90% complaint (received in a month) redressal within stipulated time	□ No penalty
			> 90% complaint (received in a month) redressal after time stipulated but before 24 hours	□ Rs 500 per complaint per day
			70% - 90% complaints (received in a month) redressal within stipulated time	□ Rs 1,000 per complaint between 70% to 90%
			70% -90% complaints (received in a month) redressal after stipulated time	□ Rs 2,000 per complaint per day
14	Emergency response		Failure to respond within the times specified in the Emergency management plan	Rs 20,000/- per incident plus all expenses incurred by Authority to manage the same
Compliance and Safety				

S. No.	Parameters	Method of measurement	Benchmark	Penalty
15	Unauthorized personnel/ Drunken personnel/ influence of drugs			Rs 10,000/- per incident plus police action, repeat offence, leads to contract cancellation
16	Safety in Operations		The Concessionaire shall comply with the relevant regulations. Regarding Occupational Safety and Health.	Failure to comply with the stipulations. Rs. 1000/- per instance per day
17	**Vehicle Compliance** (drivers to have driver license, vehicle registration, insurance, road-fitness papers at all times, all vehicles must have contractor info as per Schedule B, vehicles must be duly color-coded)	Complaints/ BBMP representative log	100% compliance	Concessionaire will be fined for Rs.10,000 /- per day per vehicle.
18	Personnel Compliance (all workers to wear uniforms, ID Cards, safety gear)	Complaints/ BBMP representative log	100% compliance	Concessionaire will be fined for Rs.1,000 /- per day per worker.
GVP Management				
19	Black Spot/GVP		Ø After a period 3 months from the date of services started by the contractor, if there is creation of Black spot/ GVP in the ward.	On such creation there will be penalty of Rs.10,000 per black spot.

S. No.	Parameters	Method of measurement	Benchmark	Penalty
20	Non-performance of activities		In case of non-performance of work for more than a day	Concessionaire will be fined of Rs. 20,000 per day If Concessionaire's workers don't perform their duty continuously for 3 days then Managing Director has the right to seize the performance security and right to terminate the agreement from immediate effect, if required. Additionally, in case of strikes by employees, it shall be considered Concessionaire's Event of Default and may be considered as grounds for termination of the contract.
21	Grounds for Immediate termination			Given that management of Municipal Solid Waste is a daily service that must be provided to the citizens, the Authority reserves the right to terminate the agreement with immediate effect in case of violation on any of these grounds: • Non-payment of ESI/PF as per the statutory rules and directions of the Authority or failure to furnish details of payment of ESI/PF by the Selected Bidder which affects the Principal Employer (Authority) in any capacity • Abrupt discontinuation of services as per the Agreement without provision of any alternative measures • Any disruptions to the daily operations due to agitations, strikes, unrest created by the Selected Bidder or employees thereof

APPENDIX – I: Letter of Bid

(To be forwarded on the letterhead of the Bidder)

Dated:

The_____,

Bengaluru Solid Waste Management Company Limited,

Sub: Collection and Transportation of Wet, Dry, Sanitary waste and Other Waste Package No. _____

Dear Sir,

2 With reference to your RFP document dated *****, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Bid for the aforesaid Assignment. The Bid is unconditional and unqualified.

3 I/We intend to participate in the bidding process as Single Business Entity.

4 I/ We have submitted the Bid for Package No. _ .

5 All information provided in the Bid and in the Appendices is true and correct.

6 This statement is made for the express purpose of qualifying as a Bidder for the Collection and Transportation of Wet & Dry Waste and Other Waste.

7 I/ We shall make available to BSWML any additional information it may find necessary or require to supplement or authenticate the Bid.

8 I/ We acknowledge the right of BSWML to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

9 I/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.

b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice

or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with BSWML or any other public sector enterprise or any government, Central or State; and

c. I/ We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

10 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Assignment, without incurring any liability to the Bidders.

11 I/ We believe that I/we satisfy(ies) the Qualification and Financial Capacity criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Proposal in accordance with the RFP document.

12 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

13 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.

14 The power of attorney for signing of Proposal as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

15 I/ We further certify that we are not barred by the Central/ State Government, or any entity controlled by them, from participating in any project, and the bar if subsisting as on the date of RFP, then I/we would not be eligible to submit a Proposal individually.

16 I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate BSWML of the same immediately.

17 In the event of my/ our being declared as the Selected Bidder, I/We agree to

enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

18 I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the draft Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BSWML or in respect of any matter arising out of or concerning or relating to the bidding process including the award of Rights.

19 The Service Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs and revenues (if undertaken) and all the conditions that may affect the Proposal.

20 I/We offer a Bid Security (EMD) of Rs.___ to BSWML in accordance with the RFP Document.

21 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Proposal is not opened.

22 I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.

23 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

24 In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory) Place: (Name and designation of the of the Authorised)

Name and seal of Bidder/Lead Firm

ANNEX-I

Details of Bidder

1. (a)
Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Package]:

3. Details of individual(s) who will serve as the point of contact / communication for the Authority:

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number/mobile number:
(f) E-Mail Address:
(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:

APPENDIX- II: Power of Attorney for signing of Bid

(On a Stamp Paper of value of Rs.100)
(Refer Clause 2.2.10)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in respect of the Package of the Assignment provided in Letter of Bid for the Primary Collection & Transportation Services in Covered and Compartmentalized vehicle along with the Secondary Transportation of Waste in Segregated Manner to Processing Site in package no._ of Bengaluru Solid Waste Management Company Limited, (hereinafter referred to as BSWML) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF
.....,
2.....

For .....

designation)

Witnesses:
1.

(Signature, name,

(Notarised)
Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Notes
:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX – III: Technical Capacity of the Bidder

Name of the Bidder: Member Code: Experience –

1. Vehicle deployment

Name of ULB	

Title of the project					
Scope of the project					
Name of the Client					
Project Location					
Term of the contract in					
Date of Commencement					
Date of Completion					
Vehicles deployed	Year 1	Year 2	Year 3	Year 4	Year 5
Auto Tippers					
Compactors					

2. Manpower deployment

Name of ULB					
Title of the project					
Scope of the project					
Name of the Client					
Project Location					
Term of the contract in months					
Date of Commencement					
Date of Completion					
Manpower deployed	Year 1	Year 2	Year 3	Year 4	Year 5
Auto Tippers Drivers					
Auto Tippers Helpers					
Compactors Drivers					
Compactors Helpers					

Instructions:

1. Bidders are expected to provide information in respect of each project in this Appendix.
2. The Bidders should provide details of only those projects that have been undertaken by the Bidder under its own name.
3. A separate sheet should be filled for each project.

5. Proposed Work Plan and Methodology

The Bidder shall submit a detailed proposed work plan and methodology on Primary Collection & Transportation Services in Covered and Compartmentalized vehicle along with the Secondary Transportation of Waste in Segregated Manner to Processing Sites and plan for a garbage spot free and visually clean ward. The Bidder shall also elaborate on the measures proposed to optimize the resource

utilization, achieve 100% coverage and ensuring segregated waste collection and transportation.

APPENDIX – III A:

Certificate for Technical Capacity of the Bidder Format for Certificate from the Urban Local Body for Technical Capability
(On the Letterhead of the Urban Local Body)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that_____(name of the Bidder) has carried out the following activities as part of its services towards solid waste management during the period_____and_____.

i. Vehicles deployed Auto tipper -_____& Compactor-____.
ii. Deployed____number of Auto Drivers,___number of Auto Helpers, number of
Compactor Drivers,___number of Compactor Helpers as per the requirement of the project.

[Strike out whichever is not applicable in the above]

This certificate is being issued to be produced before Bengaluru Solid Waste Management Company Limited ("BSWML"), for the Project "Primary Collection & Transportation Services in Covered and Compartmentalized vehicle along with the Secondary Transportation of Waste in Segregated Manner to designated locations in BBMP Area".

Signature and Seal of the

Authorised Signatory of the Urban Local Body (Not below the rank of Executive Engineer

APPENDIX – IV: Financial Capacity of the Bidder

Turn over Details (Rs in Lakhs)

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5
Lead member					
Consortium member -1					
Consortium member -2					
Consortium member -3					
Consortium member -4					
Total					

Note:

In support of this Turnover certificate issued by Chartered Accountant to be uploaded.

APPENDIX V: Format for Anti Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for the Assignment “Primary Collection & Transportation Services in Covered vehicle along with the Secondary Transportation of Waste in Segregated Manner to Processing Site in package No._____”, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this_____Day of_____, 20_____

(Name of the Bidder)

(Signature of the Authorised Person)

(Name and designation of the Authorised Person)

APPENDIX VI: Anti-Blacklisting/Debarment Affidavit

Format for Affidavit
(On a Stamp Paper of value of Rs.500)

I/We, M/s. ..... (Single Business Entity including a Company incorporated under The Companies ACT, 1956/2013 or any other equivalent Foreign Law/ Society/Trust/HUF/Registered Partnership Firm/Registered Solo Proprietor (the names and addresses of the registered office) hereby certify and confirm that I/We are not barred or blacklisted by Bengaluru Solid Waste Management Company Limited ("BSWML") / any other entity of Government of Karnataka or any State Government Or Central Government Department / Urban Local Body / Private Agencies in India from participating in bidding process, individually as on the _____ (Bid Due Date).

I/We confirm that I/We do not attract the ineligibility clause under Section 26 of the Karnataka Municipal Corporations Act, 1976 or any of the provisions of Karnataka Civil Services (CCA) Rules.

I/We further confirm that I/We are aware that our Proposal for the Assignment would be liable for rejection and my Firm/Company will be terminated immediately and blacklisted in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this .....Day of ....., 20....
Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person
[Notary Seal and Signature]

APPENDIX VII: Financial Bid

(To be submitted separately for each Package bid for) Package No:P1)

(Online Only)

Name of the work: Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in CV Ramanagara division (Package-P1) Call-2					
Sl No	**Description**	**Unit**	**Quantity**	**Rate to be quoted in Rupees (Monthly)**	
				In Figure	**In words**
1	Usage charges of Three wheeler Auto Tipper of 1 Cum Capacity with separate compartments to collect Wet, Dry and Sanitary waste in segregated manner along with Driver & Helper	Nos	70		
2	Usage charges of Four wheeler vehicle of 2 Cum Capacity with separate compartments to collect Wet, Dry and Sanitary waste in segregated manner along with Driver & Helper	Nos	74		
3	Usage charges of Four wheeler vehicle of 5 Cum Capacity with separate compartments to collect Wet, Dry and Sanitary waste in segregated manner along with Driver & Helper	Nos	11		
4	Usage charges of Four wheeler vehicle open type of 5 Cum Capacity to collect Street sweeping waste, Black spot waste, Dead animals, Tree cutting waste and Micro level C & D watse (upto 300 Kgs) along with one Driver & two Helpers	Nos	14		
5	Usage charges of Compactor (16 GVW) vehicle of capacity 14 cum/ 7.5 Tonnes (minimum), Loading: Rear, Chasis: Equipped with tipping facility through hydraulic arrangement along with Driver & Helper	Nos	17		

Note:

1. Monthly hire charge of the vehicle Includes cost of Fuel, O&M Charges, Wages of Drivers & Helpers including ESI & PF Principal Employer contributions, 16% Leave Reserves, Safety gears, Uniforms & other incidental charges (For compactor including Bata charges for Drivers). All vehicles except compactors shall be newly procured. New/old Compactor with fitness certificate for operations in the next one year from the concerned authority may be deployed by the Selected Bidders.
2. Salaries for Drivers and Helpers shall not be less than the Wages fixed in accordance

with minimum wages

act amended from time to time.

(Compactor vehicle Driver wage @ min wages 2025-26(Basic + VDA) Rs. 21,150.70 ,

3/4 Wheeler vehicle Driver wages @ min wages2025-26 (Basic + VDA) Rs. 20,463.57 ,

Helper wages @ min wages 2025-26 (Basic + VDA) Rs. 22,729.39)

3. The Authority shall calculate the Yearly Service Fee based on the details provided in the financial bid.
4. BSWML shall reimburse the Toll charges paid by the bidder (as per actuals) while transporting waste to designated place along with the Monthly bill.
5. **Any Financial Bid received in part or in complete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non-responsive Bid and would be rejected.**
6. Compactor vehicles to travel minimum 50 kms per day (to & fro). Any addition/reduction in the lead, the Charge will be paid/deducted as per prevailing schedule of Rates.

APPENDIX VIII: Format for Affidavit for Ownership / Hiring of Vehicles and Working Capital

(On a Stamp Paper of value of Rs.100)

I, M/s. ..... (Single Business Entity, (the names and addresses of the registered office) hereby certify and confirm that,

Documentary proof demonstrating the ownership of vehicles in the form of registration certificate, insurance and valid fitness certificate for the number of vehicles quoted in Appendix VIII, Annex-I: Financial Bid – Break Up will be submitted within Resource Mobilization Period as set out in the Service Agreement.

We further confirm that we are aware that our Performance Security for the Assignment would be forfeited in case of failure to submit documentary proof demonstrating the ownership of vehicles within the timelines as stated above.

Dated this .....Day of ....., 20....

Name of the Bidder

Signature of the Authorised
person Name of the Authorised

[Notary Seal and Signature]

APPENDIX IX: Format for Banker's Certificate/ Credit Lines/Letter Of Credit

(On the letterhead of the Banker)

To,

Sir/ Madam,

Subject: Banker's Certificate/ Credit Lines/Letter Of Credit
.....
RFP Ref. No.

.....

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely " .....(Pkg-...)" is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... Lakhs to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank
Manger with Signature
Address:.....

Banker's
Signature Name:
Designation:
Seal:

Note: The certificate should be un-conditional.

APPENDIX X: Memorandum of Agreement (MOA) in case of Consortium

(to be executed on appropriate value of Non-Judicial Stamp Paper of Rs 100 as per the Stamp Act Prevailing in the State of Karnataka) DULY ATTESTED BY NOTARY PUBLIC)

This Memorandum of Understanding (MoU) entered into this day of-------2025_ at _____

Among

_____ (*hereinafter referred as" ----------") and having office at India* **Party of the First Part**

And

_____ *(hereinafter referred as" ----------") and having office at India* **Party of the Second Part**

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the *Authority has invited Proposals from interested Firms / Consortiums for Appointment of Private operator for development of the [Service] through a Concession agreement*

AND WHEREAS *the Parties have had discussions for formation of a Consortium for bidding for the said Service and have reached an understanding on the following points with respect to the Parties" rights and obligations towards each other and their working relationship.*

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That M/s _____ who is the Lead Members of the Consortium commits to hold a minimum equity stake equal to [as per the provisions of the Bid document] of the aggregate shareholding of the Consortium at all times during the Concession Period. /or That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The Said SPV shall not undertake any other business during the Concession Period.

2. That any dilution in the equity holding by the Parties in the consortium shall be as per the provisions of the Concession Agreement. /or That the equity shareholding of the Parties in the issued and paid up capital of the SPV shall not be less than as specified under the Bid documents.

3. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession Agreement and the Request for Proposal.

4. That the Parties shall carry out all responsibilities as Private Service Provider in terms of the Concession Agreement.

4. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Consortium member	**Role (Lead Member or Member)**	**Responsibilities**

5. That the minimum equity holding of each Party (in percentage term) shall be as follows:

Name of Consortium member	**Role (Lead Member or Member)**	**Equity Holding**

6. That the Parties affirm that they shall implement the Service in good faith and shall take all necessary steps to see the Service through expeditiously. They shall not negotiate with any other party for this Service.

7. That the parties shall be jointly and severally liable for execution of the Service.

8. That this MoU shall be governed in accordance with the laws of India and courts in [Service State], India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorised signatory of Party of the first part:

Authorised signatory of Party of the second part:

Authorised signatory of Party of the third part:

Witness 1

Witness 1

APPENDIX XI: Format for Performance Guarantee

[To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country]

In consideration of the [Insert name of the Selected Bidder or Selected Bidder on behalf of the Seller] agreeing to undertake the obligations under the EPA dated and Concession Agreement dated _____

and other RFP Project Documents, regarding setting up the C&T tender-at *Bengaluru ,* the[insert name of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to the Authority [Name of the Authority] at [City Name] forthwith on demand in writing from the Authority [Name of the Authority] or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees [ ] only, on behalf of M/s. [Insert name of the Selected Bidder].

This guarantee shall be valid and binding on this Bank up to and including_____and shall not b
constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs._____(Rs. _____ only). Our Guarantee shall remain in force until_____. The Authority [Name of the
Authority] shall be entitled to invoke this Guarantee till [Insert date which is 30 days after the date in the preceding sentence].
The Guarantor Bank hereby agrees and acknowledges that the Authority [Name of the Authority] shall have a right to invoke this BANK GUARANTE in part or in full, as it may deem fit.
The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Authority [Name of the Authority], made

in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Authority [Name of the Authority].

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Authority [Name of the Authority] and [Insert name of the Selected Bidder] and/or any other person. The Guarantor Bank shall not require the Authority [Name of the Authority] to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Authority [Name of the Authority] in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein. This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Authority [Name of the Authority] shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [Insert name of Selected Bidder], to make any claim against or any demand on [Insert name of the Selected Bidder] or to give any notice to [Insert name of Selected Bidder] or to enforce any security held by the Authority [Name of the Authority] or to exercise, levy or enforce any distress, diligence or other process against [Insert name of the Selected Bidder].

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Authority [Name of the Authority] and may be assigned, in whole or in part, (whether absolutely or by way of security) by Authority [Name of the Authority] to any entity to whom the Authority [Name of the Authority] is entitled (if any) to assign its rights and obligations under the Concession Agreement.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.

(Rs._____only) and it shall remain in force until [Date to be inserted as per provisions of the Bid documents] with an additional

claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Authority [Name of the Authority] serves upon us a written claim or demand.

Signature_____ Name____ Power of Attorney No. ___
For
[Insert Name of the Bank]

Banker's Stamp and Full Address Dated this day of----- , 2025

Annexure Chart – 1 Qualification Criteria Details

Sl No	Package Name	Amount Put to Tender per annum (Rs. in Lakhs)	Cost of similar nature of work (Rs. in Lakhs)	Turn over amount (Rs. in Lakhs)	Credit Lines/Letter of credit from Nationalized/ scheduled Bank (Rs. in Lakhs)
1	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in CV Ramanagara division (Package-P1) Call-2	1,477.85	738.93	2,955.71	443.36
2	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Shanthinagara division (Package-P2) Call-2	1,411.47	705.73	2,822.93	423.44
3	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Sarvagnanagara division (Package-P3) Call-2	1,751.21	875.61	3,502.43	525.36
4	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Shivajinagara division (Package-P4) Call-2	1,723.87	861.94	3,447.74	517.16
5	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Hebbal division (Package-P5) Call-2	1,516.13	758.07	3,032.26	454.84
6	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Pulakeshinagara division (Package-P6) Call-2	1,670.62	835.31	3,341.25	501.19
7	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Gandhinagara division (Package-P7) Call-2	1,596.60	798.30	3,193.20	478.98

Sl No	Package Name	Amount Put to Tender per annum (Rs. in Lakhs)	Cost of similar nature of work (Rs. in Lakhs)	Turn over amount (Rs. in Lakhs)	Credit Lines/Letter of credit from Nationalized/ scheduled Bank (Rs. in Lakhs)
8	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Govindarajanagara division (Package-P8) Call-2	1,338.43	669.21	2,676.85	401.53
9	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Rajajinagara division (Package-P9) Call-2	1,344.67	672.34	2,689.35	403.40
10	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Malleshwaram division (Package-P10) Call-2	1,796.89	898.45	3,593.79	539.07
11	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Mahalaxmi Layout division (Package-P11) Call-2	1,284.40	642.20	2,568.81	385.32
12	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Chamarajpete division (Package-P12) Call-2	1,485.14	742.57	2,970.27	445.54
13	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Chickpete division (Package-P13) Call-2	2,016.27	1,008.14	4,032.55	604.88
14	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Basavanagudi division (Package-P14) Call-	1,724.99	862.495	3449.98	517.497

Sl No	Package Name	Amount Put to Tender per annum (Rs. in Lakhs)	Cost of similar nature of work (Rs. in Lakhs)	Turn over amount (Rs. in Lakhs)	Credit Lines/Letter of credit from Nationalized/ scheduled Bank (Rs. in Lakhs)
	2				
15	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Vijayanagara division (Package-P15) Call-2	2,141.86	1070.93	4283.72	642.558
16	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Padmanabhanagara division (Package-P16) Call-2	2,294.65	1,147.33	4,589.31	688.40
17	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Jayanagara division (Package-P17) Call-2	1,284.64	642.32	2,569.28	385.39
18	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in BTM Layout division (Package-P18) Call-2	1,769.59	884.79	3,539.17	530.88
19	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Bommanahalli division (Package-P19) Call-2	2,597.46	1,298.73	5,194.93	779.24
20	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Bangalore South-1division (Package-P20) Call-2	1,438.14	719.07	2,876.27	431.44
21	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Bangalore South-2 division (Package-P21)	955.72	477.86	1,911.45	286.72

Sl No	Package Name	Amount Put to Tender per annum (Rs. in Lakhs)	Cost of similar nature of work (Rs. in Lakhs)	Turn over amount (Rs. in Lakhs)	Credit Lines/Letter of credit from Nationalized/ scheduled Bank (Rs. in Lakhs)
	Call-2				
22	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Dasarahalli-1 division (Package-P22) Call-2	1,505.73	752.87	3,011.47	451.72
23	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Dasarahalli-2 division (Package-P23) Call-2	1,494.27	747.13	2,988.54	448.28
24	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Mahadevapura-1 division (Package-P24) Call-2	1,898.76	949.38	3,797.53	569.63
25	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Mahadevapura-2 division (Package-P25) Call-2	1,865.37	932.68	3,730.73	559.61
26	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in KR Puram-1 division (Package-P26) Call-2	1,416.48	708.24	2832.96	424.944
27	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in KR Puram-2 division (Package-P27) Call-2	1,690.51	845.25	3,381.02	507.15
28	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Yeshwanthpura-1division (Package-P28) Call-2	1,457.77	728.88	2,915.53	437.33

Sl No	Package Name	Amount Put to Tender per annum (Rs. in Lakhs)	Cost of similar nature of work (Rs. in Lakhs)	Turn over amount (Rs. in Lakhs)	Credit Lines/Letter of credit from Nationalized/ scheduled Bank (Rs. in Lakhs)
29	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Yeshwanthpura-2 division (Package-P29) Call-2	1,569.52	784.76	3,139.04	470.86
30	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in RR Nagara-1 division (Package-P30) Call-2	1,633.64	816.82	3,267.29	490.09
31	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in RR Nagara-2division (Package-P31) Call-2	1,859.56	929.78	3,719.13	557.87
32	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Yelahanka division (Package-P32) Call-2	1,214.38	607.19	2,428.76	364.31
33	Primary Collection and Secondary Transportation of Muncipal solid waste (MSW) and Street sweeping waste in Byatarayanapura division (Package-P33) Call-2	2,265.34	1,132.67	4,530.67	679.60

Annexure Chart – 2

The ward package area details

Can be viewed in the BBMP's official website www.bbmp.gov.in

R R Nagar-2 Division

Ward No:38,39,40,41,42,43,44,45,46,47,48,49

(These are old wards as per 243 wards of BBMP)

Annexure Chart – 4

PACKAGE WISE DETAILS OF MINIMUM NUMBER OF VEHICLE REQUIREMENT FOR TECHNICAL EVALUATION AS PER CLAUSE 3.4.1

Note: The vehicle numbers are tentative only. May increase or decrease based on the actual requirement.

Pkg. No	Package Name	Auto Tippers (80% Requirement)	Compactor 14 Cum (80% Requirement)
1	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in CV Ramanagara division (Package-01) Call-2	107	13
2	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Shanthinagara division (Package-2) Call-2	115	8
3	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Sarvagnanagara division (Package-3) Call-2	156	0
4	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Shivajinagara division (Package-4) Call-2	108	22
5	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Hebbal division (Package-5) Call-2	101	17
6	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Pulakeshinagara division (Package-6) Call-2	128	14
7	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Gandhinagara division (Package-7) Call-2	138	8
8	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Govindarajanagara division (Package-8) Call-2	90	14
9	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Rajajinagara division (Package-9) Call-2	94	11
10	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Malleshwaram division (Package-10) Call-	115	20

	2		
11	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Mahalaxmi Layout division (Package-11) Call-2	90	12
12	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Chamarajpete division (Package-12) Call-2	141	0
13	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Chickpete division (Package-13) Call-2	142	18
14	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Basavanagudi division (Package-14) Call-2	117	16
15	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Vijayanagara division (Package-15) Call-2	147	20
16	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Padmanabhanagara division (Package-16) Call-2	162	20
17	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Jayanagara division (Package-17) Call-2	84	13
18	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in BTM Layout division (Package-18) Call-2	137	11
19	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Bommanahalli division (Package-19) Call-2	173	26
20	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Bangalore South-1division (Package-20) Call-2	97	13
21	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Bangalore South-2 division (Package-21) Call-2	63	9
22	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Dasarahalli-1 division (Package-22) Call-2	106	12
23	Primary Collection and Secondary Transportation of	105	12

	Municipal solid waste (MSW) and Street sweeping waste in Dasarahalli-2 division (Package-23) Call-2		
24	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Mahadevapura-1 division (Package-24) Call-2	130	17
25	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Mahadevapura-2 division (Package-25) Call-2	130	16
26	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in KR Puram-1 division (Package-26) Call-2	99	10
27	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in KR Puram-2 division (Package-27) Call-2	114	16
28	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Yeshwanthpura-1division (Package-28) Call-2	98	15
29	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Yeshwanthpura-2 division (Package-29) Call-2	110	14
30	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in RR Nagara-1 division (Package-30) Call-2	117	13
31	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in RR Nagara-2division (Package-31) Call-2	135	14
32	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Yelahanka division (Package-32) Call-2	90	9
33	Primary Collection and Secondary Transportation of Municipal solid waste (MSW) and Street sweeping waste in Byatarayanapura division (Package-33) Call-2	163	20